

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE COUNTY OF ERIE

AND

THE ERIE COUNTY SHERIFF'S DEPARTMENT

CAPTAINS/LIEUTENANTS

AND

TEAMSTERS LOCAL 264

I.B. OF T.C.W.

AND

H. OF A.

2017 - 2023

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STATEMENT OF PURPOSE

This Agreement entered into by the County of Erie, New York, and the Erie County Sheriff's Department, co-employers, hereinafter referred to as the "Employer" and Teamsters Local 264, International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

Article 1

RECOGNITION

SECTION 1.1: The Employer recognizes the Union as the sole and exclusive

Bargaining Agent for the purpose of establishing salaries, wages, hours, and other conditions of employment and the administration of grievances arising thereunder for the term of this Agreement for all Erie County Sheriff's Department employees in all classifications reflected in Schedule "A" as determined by the New York State Public Employment Relations Board to be in the bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

SECTION 2.1: Except as expressly limited by other provisions of this Agreement, all the authority, rights and responsibilities possessed by the Employer are retained by it, including, but not limited to the right to determine the mission, purposes, objectives and policies of the Employer; to determine the facilities, methods, means and number of personnel for the conduct of Employer programs; to administer the merit system including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify, and to allocate or reallocate new or

existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 3

PLEDGE AGAINST DISCRIMINATION AND COERCION

SECTION 3.1: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The provisions of this Agreement shall be applied fairly, by both the Employer and the Union, to all employees.

SECTION 3.2: In connection with the equal employment opportunity program of the United States, the Employer pledges its full support to executive order 11246 of September 1965 as amended by executive order 11375 dated October 13, 1968, in continuing its well-established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy the Union enthusiastically endorses.

SECTION 3.3: All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 3.4: The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf of the Union.

SECTION 3.5: The Union recognizes its responsibility as Bargaining Agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

SECTION 3.6: The Union agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Union. The Union recognizes that no employee is required to join the Union and every employee has the right to join or refrain from joining the Union.

**ARTICLE 4
NO STRIKE CLAUSE**

SECTION 4.1: The Union recognizes the status of the Erie County Sheriff's Department employees as "public employees" and the provisions of law applicable thereto.

SECTION 4.2: The Union shall not engage in a strike, nor cause, instigate, encourage or condone one, In the event a strike or work stoppage occurs, the Union shall exert its best efforts to prevent and terminate the same.

SECTION 4.3: No lockout of employees shall be instituted by the Employer during the term of this Agreement.

**ARTICLE 5
DUES CHECK OFF AND AUTHORIZATION**

SECTION 5.1: An employee desiring to become a member of the Union may execute a written authorization in the form annexed hereto as Schedule "B". Upon receipt of the authorization from an employee, the Employer shall, pursuant to the authorization, deduct from the employee's wages, dues, and initiation fees accordingly each pay period.

SECTION 5.2: The Employer following each pay period from which those deductions are made will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

**TEAMSTERS LOCAL 264
35 TYROL DRIVE
CHEEKTOWAGA, NEW YORK 14227**

SECTION 5.3: The Union shall certify to the Employer in writing the current rate of membership dues and shall give the Employer thirty (30) days' notice prior to the effective date

of any changes. The Union hereby agrees to indemnify the County and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the honoring, by the County, of deductions of dues and initiation fee authorizations in accordance with the provisions of this Article and the transmitting of such deducted dues and fees to the Union.

SECTION 5.4: A deduction authorized by any employee shall continue as long as so authorized unless and until such employee notifies The Union of his desire to discontinue or to change such authorization in writing and by registered mail and the Union shall forward a copy of the employee's notification to the Commissioner of Personnel.

SECTION 5.5: The Employer further agrees to grant to the Union an exclusive payroll deduction of premiums for an employee organization sponsored insurance program.

(Janus?)

SECTION 5.6: If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from a bargaining unit member's pay check, such deduction shall be made from the next pay check of the bargaining unit member and submitted to the collective bargaining representative, bargaining unit member or any party by reason of the requirements of this article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

ARTICLE 6 BULLETIN BOARDS

SECTION 6.1: The Employer agrees to provide space and the Union agrees to purchase bulletin boards approximately 3' by 3' in size for the exclusive use of the Union to post notices and other Union information excluding any information of an inflammatory nature, at each of the following work installations:

- a) 10 Delaware Avenue
1st Floor - Payroll

- b) Holding Center
Deputies Locker Room, "at time clock"
Clerk's Office

Outside of lunch room

- c) County Court - 2nd Floor - Reserve Room
- d) 134 W. Eagle Street
4th Floor - Lunch Room
4th Floor - Civil Division
- e) E.C.M.C.
9th Floor lockup
- f) Communications - Central Police Services (CPS) Building
- g) Erie County Correctional Facility Lunch Room for ECSD's

ARTICLE 7 ACCESS TO PREMISES

SECTION 7.1: The Employer agrees to permit no more than four representatives of the International Union, and/or Local Union to enter the premises of the Employer at any hour after permission from the Division Head or his designee has been granted for individual discussions of working conditions with employees and the administration of the Collective Bargaining Agreement, provided such representatives or the discussions do not unduly interfere with the performance of duties assigned to the employees.

ARTICLE 8 NOTIFICATION OF NEW EMPLOYEES

SECTION 8.1: The Employer, through the County Personnel Office agrees to submit to

the Union at least every six weeks, if necessary, the list known as "Personnel Changes" of new employees hired, their division, their job classification, home address, and whether their employment is on a permanent, provisional, seasonal, or temporary basis.

ARTICLE 9 HOURS OF WORK

SECTION 9.1: Regular Hours - The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this Article shall be construed to include lunch periods.

SECTION 9.2: Work Week - The normal work week shall consist of five (5) eight (8) hour days with two (2) consecutive days off, except as otherwise provided in this Agreement. (See Schedule "D")

SECTION 9.3: Shift Change -

- a) The consecutive hours of work referenced above shall be described as three (3) shifts, as stated below:

7:00am - 3:00pm	Day Shift
3:00pm - 11:00pm	Afternoon Shift
11:00pm - 7:00am	Night Shift

- b) No employee shall have a shift schedule or day off schedule changed for the purpose of avoiding a payment of overtime.

- c) Where the Employer feels that circumstances necessitate a shift change then notice of such a change shall be given to the employee no less than seventy-two (72) hours in advance of the start of the shift such changed work schedule is to commence.

SECTION 9.4: Work Schedules Showing Employee Shifts - Work shifts, days and hours shall be posted on all appropriate bulletin boards at all times and shall be posted on the preceding Thursday of each work week. In the event such schedule is not posted by Thursday, the Sheriff or his designee shall be responsible for notifying any employee whose schedule is changed from the regular schedule for the coming week.

SECTION 9.6: Lunch Periods and Meals - All employees covered by this Agreement shall have a paid lunch period of at least one-half (1/2) hour. It is agreed that lunch periods must be taken within the scope of the employee's duties and any employee may be required to stay on his post.

ARTICLE 10 REPORTING TIME

SECTION 10.1: Show Up Time - Any employee reporting to work shall receive a minimum of three (3) hours pay at the employee's appropriate rate of pay.

SECTION 10.2: Court Time -

- a) Any employee who, in connection with his duties is required to appear in any court or before any regulatory or administrative agency at any other time than his regularly scheduled work period shall receive a minimum of three (3) hours pay at time and one-half for the first court appearance and a minimum of two (2) hours for the second additional appearance in a different court on the same day. After the second appearance, actual time spent in court shall be paid.
- b) No employee shall be eligible for court appearance pay for any appearance that is made while on vacation time, comp time or personal leave time unless said time off has been approved prior to receiving the court appearance notification. Further, no employee may appear in court while on sick leave unless prior approval has been obtained from the court liaison officer or the employee's respective Division Head or his designee.

SECTION 10.3: Overtime -

- a) Employees requested to work overtime will receive time and one-half such employees straight time hourly rate for all hours worked in excess of eight (8) hours in any work day or in excess of forty (40) hours in any work week. Excluded from computations of eight hours per pay and forty hours per week to be worked for the purposes of the overtime premium of one-half (1/2) is all sick leave.
- b) All overtime worked shall be paid promptly and no later than the next payroll check, except that employees wishing to receive compensatory time off in lieu of overtime shall be allowed to accrue and maintain a compensatory time bank, calculated at one (1) and one-half (1/2) times their regular rate of pay for each hour of overtime worked up to a maximum of one

hundred sixty (160) hours. This compensatory time benefit is to be in lieu of all other compensatory time benefits.

SECTION 10.4: Distribution of Overtime - So far as is practicable, without reducing efficiency of work performance or the need to the department, opportunities to perform overtime work shall be distributed as equally as possible among the employees working that present shift in the needed job classifications, provided the employees are qualified to perform the overtime work required. The method and requirements for distributing overtime shall be as follows:

1. Work in progress shall be completed by the employee performing the work at the time the determination was made that overtime was necessary, regardless of such employee's seniority or amount of previous overtime. It is understood that such overtime is mandatory and may not be refused.
2. Overtime work shall be offered to employees working the present shift on the basis of seniority and shall be equitably distributed among employees who normally perform such work. Each employee shall be selected in turn according to his place on the seniority list for that shift by rotation, provided, however, that the employee whose turn it is to work possesses the qualifications and ability to perform the work required, as determined by the Sheriff.
3. An employee requesting to be skipped when it becomes his turn to work overtime shall not be rescheduled for overtime work until his name is reached again in orderly sequence and an appropriate notation shall be made on the overtime roster.
4. In the event no employee wishes to perform the required overtime work, the Employer shall rotate the assignment of such required work by the use of inverse departmental seniority to assign the necessary employees to perform the work in question. However, it is understood that an employee can not be forced for overtime on the day prior to taking an approved vacation of five (5) days or more including the RDO's preceding said vacation.
5. In an emergency which is determined by the Sheriff in his sole discretion such overtime may not be refused.
6. If an employee is skipped or denied an opportunity for overtime work in violation of this Agreement, upon giving formal notice of same in writing and upon verification, he shall be

given preference to elect overtime regardless of seniority or amount of overtime previously worked when it becomes available to his shift.

7. Should any employee refuse overtime work when it "may not be refused" (Section 10.4, #1 or #5) he shall subject himself to disciplinary action. Employees mandated are allowed two (2) passes every calendar year. Passes are not cumulative and do not roll over into the following calendar year. In the event an employee is mandated after exhaustion of the wheel the same day as an attempted pass, such employee shall not be charged for the pass.
8. Employees on vacation will be allowed to work voluntary overtime on their RDO's and off shift.
9. An overtime roster shall be available for inspection by employees and/or union representatives, upon request, within a reasonable amount of time after the request is received. Employees and union representatives shall keep such request to a reasonable number. If the Business Representative of Local 264 requests a copy of the overtime roster each month, a copy will be made available for posting by the union, if they so desire.
10. Employees required to seek medical treatment as a result of an injury while on the job, will be paid up to a maximum of four (4) hours if said medical treatment goes beyond the completion of their tour of duty.

SECTION 10.5: Probationary Period -

- a) Every new employee who is appointed to fill a permanent position shall be subject to a probationary period of not more than twenty-six (26) weeks, excluding training period and any authorized or unauthorized leaves in excess of an aggregate of ten (10) work days during the probationary period. Upon completion of the probationary period the appointee will be granted all of the rights and privileges of permanent status employees. New employees who successfully complete their probationary period shall be entered on the seniority list retroactive to their initial date of hire.
- b) The Union shall represent all probationary employees for the purpose of collective bargaining in respect to wages/salaries, hours and other conditions as set forth under Article 1 of this Agreement, except in proceedings for discipline and discharge.

SECTION 10.6: Seniority - Seniority as utilized in this Agreement for all purposes other than layoffs shall be defined in accordance with the following:

- a) Employees of the Sheriff's Department who go from a non-sworn capacity to a sworn capacity or vice versa or who transfer from Deputy Sheriff - Criminal to Captain/Lieutenant Officer for whatever reason shall have their seniority for all purposes other than layoff and recall, vacation and sick leave accrual or assignment to salary steps begin with the first date of service in the new job title.
- b) New employees who have prior service with the County, and who become members of the Sheriff's Department shall have their seniority for purposes of retention, amount of vacation and sick leave credit accruals and assignment of salary steps determined pursuant to Sections 70 and 80 of the Civil Service Law or any other applicable statute. For the purposes other than defined by civil service law in which seniority is a factor, seniority will be determined by total time employed in the employee's current civil service title (Time in Grade).
- c) When multiple employees are hired on the same day, seniority ranking shall first be determined by test scores, if the test scores are the same, the tie breaker shall be social security numbers using the last two (2) digits of the social security number, with the most senior being the individual with the lowest numerical value (i.e.: 01 more seniority than 99).
- e) Every six (6) months the Employer agrees to furnish the Union an up-to-date seniority list, showing the continuous service of each permanent employee within the department. The seniority lists will show the names, job classifications, division and date of hire of all employees entitled to seniority.
- f) It is agreed and understood that where applicable, Civil Service Law will supersede the seniority defined above in all competitive class positions.

SECTION 10.7: Breaks in Continuous Service - For the purpose of seniority an employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement. If an employee returns to work in the same job title within one year, the break in continuous service shall be removed from his record,

ARTICLE 11 WORK FORCE CHANGES

SECTION 11.1: Promotions -

- a) The Employer shall promote to competitive class positions pursuant to New York Civil Service Law, as amended from time to time.
- b) Supervisory promotions, employees who are promoted to the following titles only shall be promoted from the step they are in at the time of promotion to the same step in their new salary grade.
 - 1) Captain
 - 2) Lieutenant

SECTION 11.2: Command Assignment Procedure -

- a) Any employee who is assigned or promoted to command positions and/or titles shall immediately, upon assignment or promotion, be informed of the duties and responsibilities of the command assignment by the proper authority. It shall be the obligation of any person performing the duties and responsibilities of command for a period of at least sixty (60) days to know his duties and responsibilities.
- b) Lieutenants and Captains who bid on an assignment, shift choice shall have their bids considered on the basis of seniority (see c below) specialized training and career development. However, the final authority for any such assignment shall rest with the Sheriff.

c)	<u>TIME IN GRADE</u>	<u>TIME IN SERVICE</u>
RDO's (regular day off)	X	
ASSIGNMENT (shift)	X	
OVERTIME (preference)		X

VACATION

(preference)

X

LAYOFF

(Subject to civil service law)

RETRENCHMENT

(Subject to civil service law)

Note: 1. Provisional status time may be in aggregate.

2. Section 80 & 81 New York State Civil Service Law applies.

- d) When using the term "time in grade" it shall be defined as the length of service from the date of contingent permanent appointment. If the contingent permanent date of is the same, the tie breaker shall be test scores, if the test scores are the same, the tie breaker shall be social security numbers pursuant to Article 10, Section 10.6(d). The parties have agreed that when the contingent permanent appointment date is the same, departmental seniority among the affected employees shall determine who shall have the next permanent appointment.

SECTION 11.3: Demotion -

- a) An employee who is relegated back to his previous job from a higher classification to which he was provisionally appointed because of his inability to prove to the Employer that he was able to fulfill the standards of the job, or pass a Civil Service examination required for permanent appointment to that job, or who voluntarily relinquishes such job, shall not be considered as demoted.
- b) An employee who is relegated back to his previous job from a detail assignment shall not be considered as demoted.

SECTION 11.4: Temporary Assignments - An employee temporarily assigned to a higher-level encumbered position during a continuance of a temporary emergency not in excess of fifteen (15) consecutive days of actual work by such employee in the higher-level position shall not be eligible for a salary increase. This includes assignments for vacation substitutes and for training purposes. Effective on the 16th consecutive day of actual work by such employee in the higher-level position, the employee will be paid at the new rate until his return to his prior

assignment. However, if the assignment is to an encumbered position from which the incumbent is on authorized leave without pay, such employee will be eligible for the new rate immediately upon actually assuming the assigned position.

SECTION 11.5: Lay-Off -

- a) In the event the employer plans to layoff employees for any reason, the employer shall make a good faith effort to meet with the Union to review such anticipated layoff at least thirty (30) days prior to the date such action is to be taken.
- b) The employer shall forward a list of those employees being laid off to the Local Union on the same date that the notices are issued to the employees.
- c) The employer shall give 21 calendar days notice of layoff. This applies to employees who are initially laid off because their position has been abolished and not to any employees who are retrenched as the result of any bumping procedures under this Agreement, or for competitive class employees, the New York State Civil Service Law.
- d) When a permanent employee in the competitive class is to be laid off, Section 80 and other pertinent sections of the Civil Service Law will be invoked and will govern the layoff procedure of such employees.
- e) When any other employee in the non-competitive class or labor class is to be laid off, due to a reduction in the work force, it is understood the employee with the least amount of seniority in the job title affected shall be the 'first laid off.

SECTION 11.6: Lay-Off Procedure -

- a) The layoff of permanent employees in the competitive class will be governed by Section 11.5(d) above.
- b) The employer will be liable for any error on a separation of layoff from the date of 'the error. If, however, the employee discovers the error and fails to file a grievance, the employer will be liable only from the date a grievance is filed.

SECTION 11.7: Recall -

- a) The recall of all competitive class employees in the bargaining unit shall be pursuant to Sections 80 and 81 of the New York Civil Service Law as amended from time to time.
- b) Notice of recall shall be sent to the employee at his last known address by certified mail. If any employee fails to report for work within fifteen (15) days from the date of mailing of notice of recall he shall be considered a quit. Recall rights for an employee shall expire after a period equal to his seniority, but in no case more than three (3) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by certified mail.
- c) No new employee shall be hired into a particular job title until all employees on lay off status in that job title desiring to return to work have been recalled.

SECTION 11.8: Consolidation or Elimination of Jobs - The Employer will give twenty- one (21) days notice of any consolidation or elimination of jobs to the Union and provide the Union an opportunity to discuss the placing of the affected employees within the department.

SECTION 11.9: Transfers -

- a) Where an employee is transferred involuntarily to another shift or division he shall be entitled, upon his request, to have the reason therefore stated in writing and with full particularity, which statement shall become part of his personnel file. Such transfers shall be done by inverse seniority only, and the phrase, "for the good of the service" shall not constitute an adequate or sufficient reason for such transfer.
- b) Employees reassigned involuntarily to another position within the same division shall be entitled, upon request, to have the reason therefore stated in writing. This statement shall then become part of the employee's personnel file. The employee shall not have the right to grieve the response received. In any case, the employee shall receive the necessary training and equipment to properly perform the duties assigned to him.

SECTION 11.10: Assignment Preference -

- a) For the purpose of Article 11, Section 11.10 (b), an assignment shall be defined as the particular job duties to be performed by an employee within any general job title, said job titles being listed in schedule "A" of this Agreement.
- b) It is agreed that assignment request may be made for all positions in the Erie County Sheriff's Department, including those non grandfathered positions in Courts and the Penn.
- c) On November 1st of each year the vacancies based on man power needs will be posted for each shift. Employees may bid on these vacancies utilizing their departmental seniority (as defined in Article 10, Section 10.6). This process shall be completed no later than November 15th of each year.
- d) On December 1st of each year, the Employer shall post all the positions on each shift. Employees may bid on these positions utilizing their departmental seniority (as defined in Article 10, Section 10.6). This process should be completed no later than December 15th of each year.
- e) It is understood that upon completion of the bidding process the employee filling the vacancies shall exercise his/her departmental seniority (as defined in Article 10, Section 10.6) at that time in conjunction with all other employees on the shift in the selection of RDO's (Regular Days Off).
- f) Items #c and #d above shall take effect the following January 1st of each year and run annually to the following December 31st.
- g) Any retirement vacancies shall be filled immediately in accordance with #c and #d above. Any medical vacancies may be filled on a temporary basis during any given year by management.
- h) It is understood that the bids for the Booking Area are for a minimum of two years. The union acknowledges the "booking area" requires personnel assigned to this "bid" to possess skills and training that exceed most other assignments. It is understood that the Sheriff and/or his designee have the exclusive right to immediately remove any deputy or supervisor assigned to the "booking area" if they fail to adequately perform their duties and responsibilities. The Sheriff and/or his designee will provide the union with written notification for any removal. Objection to the removal may be subject to the grievance procedure.
- i) It is understood that any employee may not be displaced off his bid position by an employee from another shift that is required to work forced overtime. Assignments for overtime selection shall be by department seniority (as defined in Article 10, Section 10.6) for the vacancies that are needed to be filled on that particular shift that particular day.

- j) It is further understood that any assignments or bids cannot violate any terms or conditions of the United States Department of Justice "consent decree" or United States Department of Justice "stipulated order of dismissal" or any requirements mandated by the New York State Commission of Correction.

SECTION 11.11: Shift Preference -

- a) This section shall apply only to vacancies not included in Article 11, Section 10(b). Whenever a permanent shift vacancy occurs or is created, if the Employer determines to fill the vacancy and maintain such job assignment on the shift, an announcement of the vacancy shall be posted on all official Departmental Bulletin Boards for a period of ten (10) calendar days. During said ten (10) calendar day period employees may bid to the posted shift vacancy. If two or more eligible employees bid for the position the employee with the greatest length of departmental seniority (as defined in Article 10, Section 10.6) shall be given preference. Civilian competitive and non-competitive employees are included in this Section.
- b) It is understood that upon completion of the bidding process the employee filling the vacancy bid open shall exercise his/her departmental seniority (as defined in Article 10, Section 10.6) at that time in conjunction with all other employees on the shift in the selection of RDO's (Regular Days Off).

ARTICLE 12
HOLIDAYS

SECTION 12.1: Holidays Recognized and Observed - The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day

Thanksgiving Day

Christmas Day

SECTION 12.2: Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

SECTION 12.3: In those divisions of the department which are responsible for twenty- four (24) hour coverage, the Holidays of New Year's Day, July 4th and Christmas for purposes of Holiday pay shall be the actual calendar date rather than the date celebrated.

SECTION 12.4: An employee who works on a holiday (those listed in Section 12.1 or in conjunction with Sections 12.2 or 12.3 shall be paid at their rate of one and one-half (1 1/2) for all hours worked or receive compensatory time at the same rate.

SECTION 12.5: Employees who are scheduled off because of the observance of a holiday will receive only their regular pay for that day. It is understood the scheduling off (forced off) of employees on a holiday shall be done on rotation basis (inverse seniority).

SECTION 12.6: An employee must have worked his last scheduled work day prior to the holiday and his first scheduled work day after the holiday to receive compensation for the holiday, unless he was excused by the Sheriff. It is understood that the Sheriff has sole discretion in determining whether or not such absence is excusable, whatever the nature of the absence. A doctor's certificate for sick leave taken the work day before or after a holiday would be considered acceptable evidence of excusable absence in line with Article 15 Section 15.2.

ARTICLE 13

VACATIONS

SECTION 13.1: Vacation credits will accrue and be available for use on a bi-weekly pay period basis for full-time employees after the first pay period of employment providing they are on a compensable pay status for 40 or more hours (6 or more working days) each pay period. An employee on paid leave status (ie: bereavement day(s), personal leave day(s), jury duty, union leave, sick leave day(s), 207c/LDI, and vacation day(s)) or full pay status will be considered as time worked in determining vacation credits.

SECTION 13.2: Credits for length of service shall be granted to each employee on January 1 of each year in accordance with the following schedule:

<u>Length of Service</u>	<u>Rate Per Pay Period</u>	<u>Rate Per Year</u>
From date of employment through completion of two years	3.08 hours	10 days
From 2nd year anniversary through completion of nine years	4.62 hours	15 days
From 9th year anniversary through completion of sixteen years	6.16 hours	20 days

From 16th year anniversary through

SECTION 13.3: Employees will become eligible for payment of earned vacation credits after their first anniversary date of employment. Thereafter, an employee may be granted his yearly vacation credits as set forth Section 13.2 above at any time during the calendar year in which his successive anniversary dates fall, with the understanding that vacation credits can only be used after it has been earned and no employee can run a vacation credit deficit.

SECTION 13.4: Effective 1-1-02 vacation pay shall be the regular straight time rate of pay in effect for the employee's regular position at the time he takes his vacation. The vacation pay shall also include shift differential if applicable and line up time at the appropriate time and one-half (1 & 1/2) rate.

SECTION 13.5: An employee will be granted his vacation credits in units of no less than one (1) week unless a lesser period of time is mutually agreed to by the Sheriff or appropriate Division Head and the employee.

SECTION 13.6: An employee may be granted one (1) day's vacation or a partial day's vacation, work requirements permitting, if approved by the appropriate Division Head. It being further understood that any such changes will not affect other employees whose vacation schedules have been previously approved, notwithstanding the foregoing in an emergency situation, all vacations are subject to change or cancellation by the Sheriff.

SECTION 13.7: If a holiday occurs during an employee's vacation, the holiday shall not be charged against vacation credits.

SECTION 13.8: An employee who fails to utilize vacation credits in the year he is eligible to take them, shall be permitted to accumulate up to a maximum of thirty (30) vacation days in a vacation bank.

SECTION 13.9: An employee with the greatest departmental seniority by shift shall be given their choice of vacation periods, subject to the following paragraph:

- a) It is understood that the Sheriff may limit to two (2) weeks the length of vacation any employee takes at one time; that he may limit the number of employees on vacation at any one time, that he may designate certain dates as periods during which no vacations may be scheduled and that he may alter or change vacation assignments if an emergency arises.

SECTION 13.10: Vacation schedules shall be posted in each division during the first week of January of each year. Employees are required to make their selection when notified by their supervisor or department head. The selection processing for all employees in the various departments, for the year in question, must be completed no later than February 15th of each year. Employees will receive notification relative to their, vacation request no later than March 1st. Employees may cancel their vacations only with the approval of the Division Heads and if

approval is given the vacation period will be posted for possible use by other employees on the same shift.

SECTION 13.11: If an employee is promoted or transferred to another County department, vacation credits will be transferred.

SECTION 13.12: An employee who resigns, retires, or is laid off prior to taking his vacation, shall be compensated for the accumulated vacation credits. The employee's estate will receive compensation for an employee's unused vacation in case of the death of an employee.

SECTION 13.13: An employee who is on layoff or is terminated for just cause will be paid for the vacation credits accumulated by him during the employee's current calendar year and all other vacation credits in the employee's bank, if any.

SECTION 13.14: A leave of absence without pay or a resignation followed by reinstatement to the same job title in the County Service within one (1) year shall not constitute an interruption of services for the purpose of this provision, provided, however, that the period of leave without pay between resignation and reinstatement, shall not be counted in determining vacation credits per year or rate per month.

SECTION 13.15: Vacation Buy Back (Optional) - Commencing January 1, 2012 and annually on such date, thereafter, employees shall be permitted to sell back eighty (80) hours of accrued and unused vacation leave at the employee's rate of pay. This shall be in conjunction with the County policy on this matter, which is as follows:

"Employees shall be permitted to sell back eighty (80) hours of accrued and unused vacation leave at the employee's base rate of pay. Employees must have been on the Employer's payroll for the entirety of the year of sale and must have a minimum of eighty (80) hours accrued and unused vacation leave at the time of sale. Employees must notify their supervisor by September 1st of each year they wish to sell vacation hours. Payment shall be made by Payroll Period No. 24 of the same year."

ARTICLE 14

PAID LEAVES

SECTION 14.1: Bereavement Pay - An employee who has a death in the immediate

family (parent, spouse, brother, sister, children, grandparents, grandchildren, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchildren, foster child, stepparent or other relative who is an actual member of the employee's household) shall be given time off without loss of pay up to a maximum of five (5) consecutive calendar days from and including the date of death. However, if the death occurs after the employee reports to work, that day will not be counted as one of the five (5) consecutive calendar days and upon giving appropriate notice, such employee will be allowed to leave for the remainder of the shift without loss of pay.

SECTION 14.2: Personal Leave -

- a) Full-time employees including temporary and provisional personnel will become eligible for and receive four days personal leave after one year of continuous service and also become eligible for and receive the same allowance for each succeeding year of employment providing they are on a compensable salary and wage basis for at least six months of continuous service in the preceding anniversary year and otherwise meet all eligibility requirements.
- b) Personal leave is not cumulative from year to year. Unused personal leave credit shall be added to an employee's accumulated sick leave bank at the end of the employee's anniversary year. This addition does not extend the permissible accumulation of sick leave beyond the maximum 300 days.
- c) In order for the Sheriff or his designee to arrange for adequate work coverage, applications for personal leave must be filed by an employee on a prescribed form with the Sheriff or his designee in accordance with Schedule "E" for Holding Center Division Deputies and all other employees to submit, at least five working days in advance, when the requested time is for four days and three working days in advance when the request is for three days or less. In case of emergency, the five or three days of advance notice may be waived by the Sheriff or Undersheriff within their sole discretion. It is understood by and between the parties that the granting of any Personal Leave is dependent upon the manning requirements of the department. All requests must receive the approval of the Sheriff or his designee and shall not be granted in less than one-half day units.

- d) In cases of reinstatement into the same position within one year or transfers to another position within the bargaining unit, unused personal leave/credits shall be restored or transferred.

SECTION 14.3: Jury Duty -

- a) On proof of the necessity of jury service or attending Court for other than personal matters and upon written proof of such service or attendance in court, employees shall be excused, with pay, from regularly scheduled work as regulated by (b & c) of the Section.
- b) Employees shall be excused with pay from any regularly scheduled work hours which fall during actual jury duty service or court attendance. Employees shall also be excused with pay from any regularly scheduled work which falls during the eight (8) hours immediately preceding and/or immediately following actual time served on jury duty.
- c) Employees required to serve jury duty who would normally work on Saturday and/or Sunday shall have the work week changed to reflect the day or days as days off while the jury duty continues.

SECTION 14.4: Union Leave - Members of the Union who are elected or designated to

attend any Convention, Seminars, Educational Forums and/or official meeting of the Local Union Executive Board or official meeting of the Executive Board of the International Union, shall be permitted to attend such functions and be granted the necessary time off work permitting without loss of either time or pay provided that the total said time is not in excess of forty-five (45) work days in any calendar year and further provided that a request for such leave is made by the Union in writing to the Sheriff or his designee no less than five (5) calendar days prior to the date that the particular function is scheduled. Any request for such union leave shall not be unreasonably withheld.

SECTION 14.5: Civil Service Examinations - When an employee is scheduled to work,

he shall be allowed a day off, regardless of shift, with pay to take open competitive and promotional examinations, but only such examinations which would result in employment by the County of Erie. Such examinations are limited to those which are of equal or higher pay grade. The employee shall submit a request for such leave two (2) weeks before the scheduled examination and submit proof that he took said examination.

ARTICLE 15

SICK LEAVE

SECTION 15.1: Sick Leave Allowance -

- a) All full-time permanent employees in the bargaining unit shall earn sick leave immediately upon entering the service of the Employer at the rate of 1 & 1/4 days per month. All absences shall result in an hour for hour deduction from sick leave accruals. Effective January 1, 2000 an employee may accumulate sick leave up to a maximum of 300 days.
- b) Temporary employees and provisional employees without permanent status will not be entitled to sick leave until the completion of six (6) months of continuous service.

SECTION 15.2: Reason for Granting Sick Leave - Sick leave with pay shall be granted

by a Division Head to an employee when incapacitated or unable to perform the duties of his position by reason of:

1. Sickness or injury that is non-service connected.
2. Serious illness in the employees immediate family, requiring care and attendance of employee. Immediate family shall include parent, spouse, brother, sister, children or grandparents; or other relative who is an actual member of the employees household. For absences of two consecutive days or more a certificate or affidavit issued by the attending Physician certifying to the necessity for the attendance of the employee shall be filed with the Commissioner of Personnel or his designee and sick leave for this purpose shall be granted only with his approval.
3. Quarantine regulations.
4. Emergency medical or dental visits.

SECTION 15.3: Sick Leave Credits - A credit for sick leave under this provision shall be allowed at the ceiling rate of a day and one-quarter (1 & 1/4) working days per month for each month of service as above indicated. Sick leave which is not used shall accumulate to a maximum of 2400 hours. No credit for sick leave under this provision shall be allowed unless the employee shall have been on full pay status at least fifty percent (50%) of the working days of the calendar month.

SECTION 15.4: Extended Sick Leave -

- a) An employee who has completed the years of continuous service indicated below may receive such additional sick leave with pay as may be recommended by the Sheriff and approved by the Commissioner of Personnel, but no such additional sick leave shall be approved by the Personnel Commissioner in excess of:

Ten (10) continuous years of service - three (3) months.

Fifteen (15) continuous years of service - five (5) months.

in addition to the sick leave accumulated by such employee.

- b) No credits for sick leave, personal leave or vacation shall be earned during periods of extended sick leave with pay, granted in accordance with this section.
- c) Employees shall be eligible for the additional periods of sick leave granted in accordance with this provision until the levels of extended sick leave to which they are entitled have been exhausted.
- d) No extended sick leave with pay will be granted until all other accumulated leave time has been used.

SECTION 15.5: Sick Leave Bonus -

- a) Effective January 1, 2019, there will be a \$500.00 bonus for any employee who reaches the maximum of 225 days of accumulated sick leave, thereafter, an additional bonus of five hundred (\$500.00) dollars will be paid in any year in which 225 days of sick leave are maintained, and five or less sick days are used.
- b) Payment of the initial bonus will be in the first pay check after the 225 days is reached. Payment of the yearly bonus will be in the first pay period of February in subsequent years.
- c) Employees who retire from County service with 15 (fifteen) years of County service shall be eligible for the following:

1. Employees who have a minimum of 100 days of accumulated sick leave as of the date of retirement shall receive \$3,000.00 cash.
2. Employees who have a minimum of 150 days of accumulated sick leave as of the date of retirement shall receive \$5,000.00 cash.
3. Employees who have a minimum of 225 days of accumulated sick leave as of the date of retirement shall receive \$7,500.00 cash.

Additional Sick Leave Bonus:

- Employees who use 8 hours or less sick leave in a year will receive \$1,000 cash.
- Employees who use 8 – 16 hours in a year will receive \$500 cash.

SECTION 15.6: Reporting Time -

- a) In case of absences, the time for reporting absence shall be at least one (1) hour before the start of the employees assigned shift. In case of failure to report within the stated time limits, unless for reasons satisfactory to the Division Head, the absence shall not be deductible from sick leave and shall be considered as time off without pay.
- b) A certificate or affidavit, showing incapacity and inability of the employee to perform his duties issued by the attending Physician, shall be filed with the Commissioner of Personnel in case of absence of more than five (5) consecutive work days. The Commissioner of Personnel may check further on any illness regardless of certificate or affidavit. If an employee fails to submit proof of illness when required to do so, the absence shall not be deductible from sick leave and shall be considered as time off without pay. If the proof submitted is found to be fraudulent and/or false by the Commissioner of Personnel and does not justify the employee's absence, such absence shall not be deducted from sick leave and shall be considered time off without pay. The Union agrees to cooperate in the reduction of any and all abuses of sick leave.

SECTION 15.7: Sick Leave Records and Reports - Each Division shall maintain an accurate record of the attendance and sick leave status of each employee. A record of the sick leave status of all Sheriff's Department employees shall be maintained in the Office of the Comptroller. Every leave of absence granted by a Division Head shall be promptly reported to the comptroller. Every payroll before being certified, shall bear suitable notations thereon of leaves granted. Medical certificates supporting requests for sick leave, shall accompany the original copy of the payroll and shall be filed in the Personnel Office. At the close of each month the Division

Head or his designee shall give to any employee upon request a record of his accumulated sick leave credits.

SECTION 15.8: Reinstatement of Sick Leave - When an employee is reinstated in the County service within one (1) year following resignation, he shall receive credit for sick leave that had accumulated at the time of his resignation.

SECTION 15.9: Medical or Dental Visits - In the case of emergency or when circumstances require that visitations be made during working hours, the Division Head shall grant time off for medical or dental visits. All absences, including medical or dental visits, shall result in an hour for hour deduction from sick leave accruals.

SECTION 15.10: Fraudulent Claims - Any employee found to have requested paid sick leave or has been paid sick leave as a result of filing a fraudulent or false claim for such sick leave pay shall be subject to disciplinary action.

SECTION 15.11: Workmen's Compensation -

- a) Employees not covered under provisions of Section 207C of the General Municipal Law who are unable to perform the duties of their employment because of injuries received in the service of the Employer and who are entitled to receive Workmen's Compensation benefits shall receive in addition to lump sum payments, their ordinary pay to be charged against accumulated sick leave credits or accrued vacation time, or compensatory time in that order, at the option of the employee, when available and shall receive the ordinary benefits as provided by law.
- b) When their compensation case is finally adjudicated by the Workmen's Compensation Board 2/3 of the accrued sick leave credits used during the period of disability shall be reinstated.

ARTICLE 16
LEAVE OF ABSENCE WITHOUT PAY

SECTION 16.1: Eligibility -

- a) Only permanent employees shall be eligible for leaves of absence without pay after satisfactory completion of their probation period.

- b) Temporary and provisional employees without permanent status shall be entitled to military and maternity leave only.

SECTION 16.2: Application for Leave Without Pay - Application for leave of absence without pay, for any of the reasons cited in this provision shall be filed by the Employee, on the prescribed forms, with the Sheriff. Such application shall state the reasons for the requested leave and the duration thereof. If approved by the Sheriff, the application shall be submitted to the Commissioner of Personnel. It is understood that if the leave is granted, such employee will be permitted to return to the same class title within the same department.

SECTION 16.3: Maternity Leave -

- a) Employees who are unable to perform the duties of their positions because of pregnancy may use sick leave for the period of disability certified by their personal physician. In the event that sick leave is exhausted prior to the employee's ability to return to duty, a request for leave of absence on the prescribed County form should be submitted to cover the additional period of disability. In either case, the duration of disability indicated by period of leave requested shall be substantiated by a statement completed by the employee's personal Physician.
- b) Effective January 1, 1994 leaves for legal adoptions shall be covered under the Family Medical Leave Act.

SECTION 16.4: Substantiation of Request for Sick Leave or Leave Without Pay - A certificate is required from the employee's personal physician specifying:

1. the date that the employee is no longer able to carry out all normal assigned duties.
2. the expected date of confinement, and
3. the date the employee may return to duty shall accompany the request whether it be for sick leave (prescribed County form) or for leave without pay (prescribed county form). In those instances where the duration of certified absence will utilize the employee's sick leave balance, and in addition, a period of leave without pay, all prescribed County forms should be completed at the same time, and the above Physician's certificate used to substantiate both requests.

SECTION 16.5: Leave Because of Extended Illness - When an employee has

exhausted all of his sick leave credits, and is still incapacitated and unable to perform the duties of his position, or if the attending Physician has recommended a period of rest and convalescence, the Sheriff may grant leave of absence without pay for a period not to exceed one year, subject to extension pursuant to County Civil Service Rules.

SECTION 16.6: Education Leave for Veterans - Education leave for veterans shall be granted pursuant to Section 246 of the Military Law.

SECTION 16.7: Leave for Educational Purposes - On the approval of the Sheriff, permanent employees may be granted leave of absence without pay for a period of one year for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his position as determined by the Sheriff in his sole discretion.

SECTION 16.8: Leave of Absence to Serve in Another Position in the County

Service - Leave of absence without pay may be granted by the Sheriff to a permanent employee in competitive class to enable such employee to serve temporarily or provisionally in another position in the classified class.

SECTION 16.9: Leave of Absence to Accept Employment Outside the County

Service - An employee may request leave of absence without pay to accept employment outside the County service.

SECTION 16.10: Leaves for Other Reasons - Leaves of absence without pay, for reasons other than those cited in this provision, may be granted by the Sheriff only in unusual circumstances, which in his judgment justifies the granting of such leave. If a request for such leave is approved by the Sheriff it will be submitted to the Commissioner of Personnel.

SECTION 16.11: Military Leave of Absence -

- a) Any County employee who is required to render ordered military or naval duty, shall be granted military leave of absence with no loss of time or pay not to exceed thirty (30) calendar days pursuant to Military Law, Sections 242 and 243.

b) Military leave pursuant to Section 243 of the Military Law, shall be deemed actual service.

SECTION 16.12: Political Leave - Any employee who is elected or appointed to an

elective public office or who is appointed to a non-elective public office not to exceed four years, may be granted leave or leaves of absence without pay provided written application is made for such leave specifically outlining the extent of leave requested and the public office elected or appointed to. Leaves of absence to non-elective public office may be only granted for periods of one year, but may be renewed. Employees will not accumulate seniority if elected or appointed to a non-County position,

SECTION 16.13: Union Leave - An employee may request leave without pay if elected to any position in Local 264, or International Union Office or elected by the Union to do work which takes him from his employment with the Erie County Sheriff's Department. The number of employees on Union Leave will not exceed 3 employees at any one time,

SECTION 16.14: It is understood that the Sheriff or the Undersheriff has full discretion in granting or denying leaves under this Article.

ARTICLE 17 WAGES AND CLASSIFICATIONS

SECTION 17.1: Definitions -

- a) "Position" means one of the positions included under one class title in the wage range set forth in the appropriate schedules/tables/appendixes of this Agreement.
- b) "Salary/Wage Range" means the range of compensation from the first step to the top step as appearing in the wage range set forth in the appropriate schedules/tables/appendixes of this Agreement
- c) "Class" means a group of similar positions included under the same title in the wage ranges set forth in the appropriate schedules/tables/appendixes of this Agreement.

- d) "Job Group" means a group of classes of positions allocated to the same salary/wage range in the wage ranges set forth in the appropriate schedules/tables/appendixes of this Agreement.
- e) "Increment" means the annual increment for each job group in the classification. Salary and Wage Schedule set forth in the appropriate schedules/tables/appendixes of this Agreement.
- f) "Increment Step" means the point in the increment scale reached through successive periods of actual service, as designated in the Plan of Class, titles and salary/wage ranges set forth in the appropriate schedules/tables/appendixes of this Agreement.
- g) "Actual Service" means active service in the position, after deduction of any periods of leave without pay. Military leave pursuant to Section 243 of the Military Law shall be deemed actual service.
- h) "Work Day" means the normal number of regular consecutive hours an employee is scheduled for work within the confines of the provision of this Agreement.

SECTION 17.2: Wages -

- a) The wages in effect during the term of this Agreement for all bargaining unit employees are increases which are effective as follows:

1/1/17 - 2% retroactive

1/1/18 - 2% retroactive

8/28/18 – one upgrade for all captains and lieutenants.

1/1/19 – 4%

1/1/20 – 3%

1/1/21 – 3%

1/1/22 – 3%

1/1/23 – 2%

SECTION 17.4: Pay Period - The salaries and wages of employees shall be paid on the same day every other week and if the pay day is a holiday the preceding day shall be the pay day.

SECTION 17.5: Shift Differential -

a) Shift differential shall be as follows:

\$ 1.50 - 3:00pm to 11:00pm shift

\$1.50- 11:00pm to 7:00am shift

b) During overtime situations the payment of shift differential shall be paid at the rate stipulated in (a) above.

SECTION 17.6: Longevity Payments -

a) An employee shall be eligible for the first longevity increment after completing a total of nine (9) years of continuous service with the County and a minimum of five (5) years actual service at the maximum increment step of the job group. The above formula shall be increased by one (1) year to include the training steps for purposes of "completing a total" for sworn personnel effective 1-1-96 and for non-sworn personnel effective 5-24-01.

b) All employees receiving the first longevity increment and who serve an additional period for three (3) years actual service in the same job group will receive a second longevity increment.

c) Again, on the completion of another three (3) years of actual service, in the same job group, the employee will receive a third longevity increment.

d) Again, on the completion of another three (3) years of actual service, in the same job group, the employee will receive a fourth longevity increment.

e) Effective January 1, 2000, the County shall create a fifth longevity step (Step E). Any employee who has been on the fourth longevity step for three years or more shall be moved to the fifth step. Any employee who has been on the fourth longevity step less than three years will move to the fifth step after three years on longevity step four.

- f) In computing longevity increment eligibility, when appointments are made on January 1, or July 1, and the day falls on a holiday or non-scheduled work day, the increment period will include these days.
- g) Because of the payroll procedures that enable the County to have a regular pay day throughout the year, the increment eligibility period and payroll periods may not at all times coincide. In such cases, the increment date is the first day of the respective pay period during which January 1, or July 1 falls.

*Delete, changes were made above to B C and D

SECTION 17.7: Line Up Time -

- a) All Captains and Lieutenants are required to report for work thirty minutes prior to the commencement of their tours of duty. Employees who do so report shall receive time and one-half their regular hourly rate for such time. It is understood that in no event shall such lineup time be considered in any way as overtime or be included as hours worked for the purposes of computing overtime eligibility.

SECTION 17.8: Bonus for Field Training Officers - A 10% bonus shall be given to the deputy, nurse, or employee actually providing on the job training to a new recruit or other employee being trained.

ARTICLE 18 IN SERVICE DISABILITY BENEFITS

SECTION 18.1: Any employee of the Sheriff's department not covered by Section 207C who in the performance of their duties incurs a disabling injury caused by an inmate of the Erie County Holding Center shall be eligible to receive up to 60 paid work days should such injury cause a disability which prevents the employees from performing their normal work duties. In the case of medical staff assigned to the Erie County Holding Center, the number of paid work days shall be ninety (90). It is agreed that such paid days will not be deducted from the employee's accumulated sick leave, and it is further agreed that after a cumulative amount of 60 work days has been so used in any calendar year, any further leave granted due to this injury, shall be deducted from accumulated sick leave. It is agreed that any such injury must be certified as compensable under the New York State Workman's Compensation Law.

ARTICLE 19 HEALTH INSURANCE

SECTION 19.1: Current employees, and employees who retire after the effective period of the collective bargaining agreement ("future retirees"), shall have a single provider for health insurance. Current employees shall have a choice among three (3) insurance products: the Enhanced Plan, the Core Plan, or the Value Plan (See Appendix "E"). Future retirees (Pre 65) shall have the Core Plan (See Appendix "F"), except as indicated in Section 19.4 (g).

SECTION 19.2: Prescription Coverage - The Employer shall provide each employee with a prescription plan applicable to the coverage provided for in Section 19.1 above.

SECTION 19.3: Dental Coverage - The Employer shall provide the GHI Preferred Dental Plan with 100% orthodonture and 100% prosthetics coverage for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee. The employer shall pay the full cost of single coverage and 90% of the cost of family coverage. Any premium cost in this section shall be paid by the employee on a bi-weekly payroll deduction.

SECTION 19.4: Payment for Health Insurance -

a) The following shall be the formula for the payment of Health Insurance.

Effective August 28, 2018 employees shall pay 15% of the Value Plan Premium capped as follows:

<u>Single</u>	<u>Family</u>
2019: \$1,450	2019: \$3,500
2020: \$1,450	2020: \$3,750
2021: \$1,500	2021: \$4,000
2022: \$1,550	2022: \$4,200
2023: \$1,600	2023: \$4,500

- b) In addition, employees who choose the Enhanced Plan shall pay the difference in the cost between the Value Plan and the Enhanced Plan plus the 15% premium of the Value Plan. Employees who choose the Core Plan shall pay the difference in the cost between the Core Plan and the Value Plan plus the 15% premium of the Value Plan. The employee will bear the expense, through bi-weekly payroll deductions, of any amount in excess of the employer contribution.
- c) Open Enrollment: Employees may select from among the insurance plans, annually, during the open enrollment period. The open enrollment period will take place after the annual rates are received from the insurance provider.
- d) Effective 1/1/19 employees, who waive insurance coverage, shall be eligible for a monthly stipend as follows:
- 1) Employees eligible for family coverage shall receive \$500, to be paid in two equal installments of \$250 each.
- Note: However, where such employee is or is eligible to be covered by another County employee, no waiver payments shall be due.
- e) Employees and their spouses are required to enroll in Medicare Parts A and B when first eligible, (See Appendix "G").

Pre-Medicare Retirees: Employees hired prior to ratification of this agreement, with fifteen (15) years of County service, who are eligible to retire and do so prior to December 31, 2016, shall have their retiree health insurance paid as follows:

The employer shall pay one hundred percent (100%) of the monthly premium single rate for the Core Plan for eligible employees who retire from the County until age 65. The employer shall pay one hundred percent (100%) of the monthly premium family rate for the Core Plan for families of eligible employees who retire from County service until age 65, upon written proof of family status.

Pre-Medicare Retirees: Employees hired prior to ratification of this agreement, with fifteen (15) years of County service, who are eligible to retire from County service and do so on or after December 31, 2016 shall pay the same percentage for retiree health insurance that they paid as an active employee.

Post-Medicare Retirees: Employees hired prior to ratification of this agreement, with fifteen (15) years of County service, who are eligible to retire and retire prior to December 31, 2016 shall have their retiree health insurance paid as follows:

Employees and their eligible spouses shall be required to select the designated Medicare Advantage Plan or the equivalent, that includes prescription drug coverage and basic out-of-network benefits, when first eligible. Any employee who retires under this agreement, and his or her eligible spouse (and eligible child/children if applicable) who are under age 65, will be provided with a single or family Core Plan for the nonage 65 member(s). A post-Medicare retiree, and his or her eligible spouse aged 65/Medicare Eligible, may choose from Option A or B (Medicare Advantage HMO plans), or C (Medicare Advantage PPO plan) as referenced on the attached Appendix "G". Both members must select the same option, and the employer will pay one hundred percent (100%) of the monthly premium for the single or double rate for Options A, B or C. In addition, a post-Medicare eligible retiree who chooses Option D (Commercial PPO) shall pay the difference in the cost between the highest premium of Option A, B or C, and the Option D (Commercial PPO) premium. Health care coverage will be provided for the lifetime of the retiree. Family coverage will be provided upon written documentation. All other employer contributions shall be eliminated.

- f) The Union and the County agree that if a High-Deductible health plan is offered by the LMHF, such plan would be offered to employees covered by this agreement.

- h) The County will pursue discussions with the LMHF for a blending of the experience pools to establish a blended rate for active and retiree health plan premiums. If blending of the pools is unsuccessful the parties agree to reopen negotiations for resolution of this issue.
- i) The attached health benefit summaries cannot be changed without the approval of the labor-management health insurance panel, the format of which is to be determined by mutual agreement (Appendixes "E through "G").

SECTION 19.5: In the event an employee is disabled from work by accident or illness, the Employer agrees to continue his insurance coverage for the length of his accumulated sick leave, plus ninety (90) days thereafter without any cost to employee.

SECTION 19.6: Notwithstanding the other provisions of this article, the Employer agrees to continue the health insurance coverage of an employee for the amount of his accumulated sick leave, which he may wish to use, plus ninety (90) days thereafter if the employee is unable to report to work by reason of any accident, injury, illness or disease which is found to be compensable by the Worker's Compensation Board. If the employee does not wish to use all or any of his sick leave or if he does not have any sick leave available for use, the ninety (90) period shall commence immediately upon the employee reporting his inability to report to work.

SECTION 19.7: Should a permanent employee, for whom the Employer is providing family health insurance coverage dies, the employee's health insurance shall be continued for the employee's survivors during the month the death occurs and for two calendar months thereafter.

SECTION 19.8: During the health coverage open period, and each open period thereafter, employees who desire to withdraw from any health insurance coverage shall be permitted to do so upon signing a waiver counter signed by the Union and the Commissioner of Personnel. Upon the effective date of such withdrawal, the employee shall receive each month in lieu of coverage, a payment as described in Section 19.4(f) for each calendar month.

SECTION 19.9: The Employer and the Union shall agree upon a waiver form which shall include a clear acceptance of the responsibility of such a withdrawal by the employee and shall also include a release of liability for both the Employer and the Union from any claims arising from such withdrawal.

**HEALTH INSURANCE WAIVER
NO COUNTY PROVIDED HEALTH INSURANCE FOR YOU
OR YOUR FAMILY MEMBERS WILL BE CONTINUED UNDER
THE EFFECTIVE TERMS OF THIS WAIVER**

I hereby for myself, my heirs executors and administrators, waive my rights to County-provided health insurance coverage pursuant to the Collective Bargaining Agreement between the County of Erie and the Sheriff of Erie County and the Teamsters Local #264.

I understand the RISK inherent to electing the Health Insurance Waiver Option and assume any and all responsibility for said RISK to myself, my heirs, executors and administrators.

I release any and all rights and claims I may have against the County of Erie, the Sheriff of Erie County and the Teamsters Local #264, and their respective representative as a result of my waiver of health insurance coverage to which I was previously entitled.

I understand that once this withdrawal of health insurance coverage is in effect, I may not reenter any County provided insurance plan until the next open period occurs or unless the employee experiences a qualifying event. (See Section 19.4 (d)).

I have read the above waiver and upon my reading, fully understand its content.

EMPLOYEE

DATE

TEAMSTERS LOCAL #264

DATE

ERIE COUNTY COMMISSIONER
OF PERSONNEL

DATE

SECTION 19.10: In addition any employee who withdraws from one of the Employer health insurance plans in accordance with this Section shall be allowed to return to one of those plans during any subsequent open period.

ARTICLE 20 RETIREMENT PLAN AND DEATH BENEFITS

SECTION 20.1: All eligible Sheriff Department employees will be covered in the non-contributory pension plan by which they are currently covered.

SECTION 20.2: Should the so called "20 year plan" provided by Section 89(b) of the New York State Retirement and Social Security Law of July 1, 1976 be reopened by the New York State Legislature and the New York State Retirement system, the Sheriff shall recommend any eligible qualified Deputy Sheriff to become a member of such plan and the County of Erie shall provide any funds necessary to enter such eligible and qualified Deputies into such plan.

SECTION 20.3: The County shall commit to the placement of Captains/ Lieutenants into the Twenty Year Police and Fireman's Pension, if the State of New York makes this available.

SECTION 20.4: In addition, all employees shall be provided coverage under the New York State Retirement Plan's guaranteed Minimum Death Benefit Section 360-B, that provides in case of death three (3) times the annual salary to a maximum of \$20,000, and will be permitted to credit unused sick leave to accumulated service on retirement up to a maximum of 165 days in accordance with provisions of 341(j) Plan.

SECTION 20.5: Effective May 24, 2001 and for the term of this agreement the County of Erie and the Sheriff of Erie County agree to reopen the contract for purposes of placement of Captains/Lieutenants into a twenty (20) year or twenty-five (25) year retirement plan.

ARTICLE 21

GRIEVANCES AND JUDICIAL REVIEW

SECTION 21.1: General -

- a) It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of the meaning, application or interpretation of the terms of this Agreement.
- b) No provision in this Agreement shall be interpreted to require the Union to represent an employee in any stage of the grievance procedure if the Union considers the grievance to be without merit or in contradiction of any law or regulation.

SECTION 21.2: Definitions -

- a) "Employee" shall mean any person employed by the Sheriff of Erie County and described in the bargaining unit in Schedule "A" of this Agreement.
- b) "Grievance" shall mean "any disputed matter" pertaining to conditions of employment, violation or misinterpretation of this Agreement.
- c) "Division" shall mean any Division of the Sheriff's Department of Erie County having employees within the bargaining unit as described in Schedule "A".
- d) "Immediate Supervisor" shall mean the employee or officer of the next higher level of authority who normally assigns and supervises the employee's work and approves his time record or evaluates his work performances. The Sheriff may designate by name the immediate supervisor in a particular Division if he chooses.
- e) "Day" refers to calendar days and not work days.
- f) "Work Day" shall mean all days other than Saturdays, Sundays, and legal holidays.
- g) "Division Head" shall mean the person so designated by the Sheriff as the head of the Division as previously defined in subdivision (c) above.

SECTION 21.3: Matter Relevant To Grievance Procedures -

- a) The time limits set forth in this Article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the Union to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the Employer to answer within the time limit set forth will entitle the Union to proceed to the next step of the grievance procedure.
- b) Any step of the grievance procedure may be by-passed by mutual agreement, in writing.
- c) In the case of a group policy, or organization type grievance, the grievance may be submitted directly to the Division Head.

SECTION 21.4: Union Stewards - Employees selected by the Union to act as Union Representatives shall be known as "Stewards". The names of employees selected as stewards and the names of other Union Officers and Representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

SECTION 21.5: Processing Grievance During Working Hours - The Union Stewards as mentioned in Section 21.4 above and authorized Union Officers may, for reasonable periods of time, investigate and process grievances during their regular working hours without loss of pay. Such employees must request permission from their Division Head prior to leaving their job assignment. If the Division Head is unavailable, permission may be granted by the next highest in command. Permission to leave job assignments for the above reasons and purposes shall not be unreasonably withheld.

SECTION 21.6: Labor Management Committee - Conferences between representatives of the co-employers and at least three (3) representatives of the Union on important matters which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties, may be held upon request of either party. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours.

SECTION 21.7: Rights of the Parties - Any party shall have access upon request to any written statements or records which shall be presented as evidence by the other party at any hearing provided by this Agreement in advance of said hearing. In the event

sufficient time does not exist for any party to review such evidence, the hearing shall be adjourned to a later date at the request of either party.

SECTION 21.8: Grievance Procedure -

STEP 1:

The Union Business Agent or his designee with or without the aggrieved employee shall present a grievance in writing on a grievance form provided by the Union, setting forth the time, place and date of the alleged grievance to the Sheriff or his designee. Facts of the grievance shall include the particular section of the contract or the department rules, regulations and procedures involved and the remedy sought by the employee. The grievance must be presented within 15 calendar days of the occurrence of the grievance, or within 15 calendar days of the date on which the employee first knew of such act or omission. The Sheriff or his designee must hold an informal hearing within 10 calendar days from the date the grievance was first presented to the Employer. He shall render a written decision within 5 days after the informal hearing. If the grievance is not satisfactorily resolved at Step 1, the Union may appeal within 10 days to Step 2.

STEP 2:

In the event the grievance has not been satisfactorily resolved in Step 1, an appeal may be taken by the Union within 10 calendar days of the mailing of the Step 1 decision. The Union may appeal the decision to the County Labor Relations Director, The County Labor Relations Director or his designee and the Sheriff or his designee shall meet with the Union within 10 calendar days of the mailing of such appeal. A formal hearing will be held and a written decision will be issued within 10 calendar days from the date of the hearing.

STEP 3:

a) In the event the grievance has not been satisfactorily resolved at Step 2, a request for arbitration may be brought only by the Union, through the Business Agent of Local #264 or his designee, within 10 calendar days from the day the Union received the Step 2 decision. Notice of appeal to arbitration shall be served by registered or certified mail to the Commissioner of Labor Relations for the County of Erie, with copies to the Sheriff and the County Attorney.

b) The Arbitrator shall be selected as follows: A panel of permanent Arbitrators is hereby established in the following order:

1. Howard Foster
2. Ronald Kowalski
3. Michael Lewandowski
4. Dennis Campagna
5. Jeffrey Selchick
6. Tom Maroney
7. Joseph Randazzo
8. Robert Reden
9. Tom Rinaldo
10. Tim Taylor
11. Richard Chapman

- c) Either party will have the right to propose additional names which names will be added once the other party has agreed to said inclusion in writing. Whenever possible, additions will be given an opportunity to arbitrate at least one case on a probationary basis.
- d) Any individual name will be removed from the list at the request, in writing, of either party.
- e) Assignment to arbitrations will be on a rotating basis. The procedure can be changed if both parties agree to the selection of a particular Arbitrator for a particular grievance.
- f) Either party may modify or eliminate this procedure by ten (10) days written notice to the other party. However, this agreement will continue in full force and effect until it is replaced by another procedure agreed to by the parties and reduced to in writing.
- g) The Arbitrator shall hold a hearing as soon as it is practical at a time and place convenient to the parties. The Arbitrator shall have no power to add to, subtract from or modify the provisions of this agreement on arriving at a decision of the issue presented. The decision or award of the Arbitrator shall be final and binding on both parties. All fees and expenses of the Arbitrator shall be divided equally between the parties except that each party shall bear the cost of preparing and presenting its own

case. Either party wishing a transcript at an arbitration hearing may provide for one at its expense and shall provide a copy to the arbitrator and the other party.

- h) Representation: The Employer shall recognize the following grievance representative at each step of the grievance procedure and shall release such representatives from normal duties to process grievances providing that such absence from work will not interfere with proper conduct of governmental functions.

Step #1 - Union Business Agent or his designee and the grievant.

Step #2 - Union Business Agent or his designee and Chief Steward.

Step #3 - Union Business Agent or his designee, Chief Steward, Chairman of the Grievance Committee, and the Grievant.

- i) Local #264 Staff Representative and International Representative may be present at each step of the grievance procedure.

ARTICLE 22 DISCIPLINE AND DISCHARGE

SECTION 22.1: Investigations and/or Interrogations -

- a) Every effort shall be made to conduct interrogations during an employee's hours of work or at a time in reasonable proximity to the beginning or end of an employee's shift.
- b) An employee who remains on duty for the purpose of attending an interrogation shall be compensated at the rate of time and one-half for all hours spent.
- c) A Business Agent and/or Chief Steward shall be advised that an employee is to be questioned regarding an employment matter. The employee shall be given an opportunity to meet with a Business Agent and/or Chief Steward prior to the interrogation

and, if the employee chooses, a Business Agent and/or Chief Steward shall be in attendance during all questioning. It is expressly understood, however, that the Business Agent and/or Chief Steward shall be in attendance as an observer only. The employee may request and shall be granted one five minute recess during the interrogation, and at that time may, if he so requests meet in private with the Business Agent and/or Chief Steward.

- d) If a written record of the interrogation is prepared, a copy shall be provided to the individual.
- e) At the conclusion of the interrogation, the employee shall have the right to make an oral or written presentation for the record.
- f) This section shall not apply to those investigations, which could lead to criminal charges being brought against an employee.

SECTION 22.2:

- a) The only procedure for taking disciplinary action against any employee that is covered by this Agreement shall be set forth in the following sections.
- b) Discipline shall be imposed only for just cause. Where the Sheriff or his designee imposes a loss of leave credits, written reprimand, fine, suspension without pay, demotion in rank or dismissal from service, a notice of such discipline shall be made in writing served personally or by registered or certified mail upon the employee. Such notice shall contain the reasons for such discipline and the penalty imposed. Letters of counseling are not considered discipline, but copies should be sent to the Union.
- c) In discipline involving infractions alleging criminal conduct, there shall be no limitations in the amount of suspension without pay prior to the case being litigated under the grievance procedure. Under the penal law, Article 10, Section 6, a crime is defined as a misdemeanor or felony.

In discipline not involving allegations of criminal conduct, the amount of suspension, without pay, prior to the case being litigated under the grievance procedure shall be up to a maximum of thirty (30) days. Delays caused by the suspended employee may extend the suspension period without pay.

Where any member of this bargaining unit is administratively reassigned or placed on administrative leave as a result of a complaint filed against them, the employee shall be compensated at a rate of 1/52 of the employee's previous year's total earnings. The time for said paid leave will during the investigatory phase through the conclusion and final determination by the County, thereafter, contractual language will apply.

- d) The notice of discipline may be the subject of a disciplinary grievance, which shall be served upon the Sheriff or his designee in person or by registered mail within 10 calendar days of the date of the notice of discipline to the employee or the Union. The employee and the Union shall be entitled to a meeting to present their position to the Sheriff or his designee and the County Labor Relations Commissioner or his designee within 10 calendar days of the receipt of the disciplinary grievance, and a written decision shall be issued within 10 calendar days of the hearing.
- e) In the event the disciplinary grievance has not been satisfactorily resolved at the previous step, a request for Arbitration may be brought only by the Union, through the Business Agent of Local #264 or his designee within 10 calendar days from the date the Union receives the decision in (c) above.
- f) Notice of appeal to arbitration shall be served as required under Article 21, Section 21,8, Step 3 of this Agreement.
- g) A disciplinary Arbitrator shall confine himself to determination of guilt or innocence and the appropriateness of proposed penalties. Disciplinary Arbitrators shall neither add, subtract from nor modify the provisions of this Agreement. The decision or award of the Arbitrator shall be final and binding on both parties.
- h) An employee shall not be disciplined for acts which occurred more than two (2) years prior to the imposition of the discipline. This section shall not apply to actions which result in criminal charges.
- i) Change of shift, work schedule, job transfer or work reassignment shall not be made for the purpose of imposing discipline. Nothing in this paragraph shall bar any other action taken pursuant to this Article.

- j) Representation - The Employer shall recognize the following grievance representative at each step of the procedure herein and shall release such representatives from normal duties to process grievances providing that such absence from work will not interfere with proper conduct of governmental function: Union Business Agent, Chief Steward, Chairman of the Grievance Committee and the Grievant.
- k) All fees and expenses of the Arbitration, if any, shall be divided equally between the Employer and the Union or the employee if not represented by the Union. Each party shall bear the costs of preparing and presenting its own case. Either party wishing a transcript at the Arbitration hearing may provide for one at its expense and shall provide a copy to the Arbitrator and the other party.
- l) A Local #264 staff representative may be present at each step of the grievance procedure.

ARTICLE 23 GENERAL PROVISIONS

SECTION 23.1: Pledge Against Discrimination and Coercion -

- a) All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- b) The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

SECTION 23.2: Union Activities On Employer's Time and Premises -

- a) The Employer agrees that during working hours and for reasonable periods of time on the Employer's premises and without loss of pay, not more than seven (7) employees designated as Chief Stewards whose names are submitted to the Sheriff in writing by the Union, shall be allowed to engage in the following activities when necessary after obtaining permission from the appropriate Division Head:

1. post Union notices
2. distribute Union literature
3. transmit communications authorized by the Local Union or its officers to the Employer or his representative
4. consult with the Employer, his representatives, Local Union Officers, or other non-employed Union representatives concerning the enforcement of any provisions of this Agreement

SECTION 23.3: Contract Negotiations - The Employer will give time off with no loss of pay for seven (7) members of the Local Union Contract Negotiating Team to participate in contract negotiations.

Section 23.4: Education Bonus: \$500 Associate's Degree

\$1,000 Bachelor's Degree

\$1,500 Master's Degree

SECTION 23.5:

a) Uniform Allowance:

1. The employers agree to negotiate the impact of any major uniform changes.

SECTION 23.6: Badges - Upon retirement, a Deputy Sheriff who has fifteen (15) years of service in the Erie County Sheriff's Department will be allowed to keep his badge on his date of retirement.

SECTION 23.7: Temporary Employees -

- a) Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this Agreement from his original date of hire as a temporary employee.

- b) Temporary employees shall receive the entrance level grade of pay in the classification involved.

SECTION 23.8: Sanitary Facilities - The Employer agrees to keep in good working order all existing sanitary facilities under his control.

SECTION 23.9: Car Allowance - Civil Deputies shall receive a mileage allowance paid in accordance with the regulations of the Civil Practice Law and Rules, Section 8012. At present this reimbursement is set at twenty-three cents per mile, and is to be paid as such effective January 1, 1988. The County's policy on mileage reimbursement will be maintained in all other cases.

SECTION 23.10: Printing of Contract - The County will pay for the cost of the Agreements it requests, if any, from the Union.

SECTION 23.11: Polygraph Test - The Employer may not require any employee to take a polygraph test against their will.

SECTION 23.12: Legal Counsel - The Employer will provide counsel for the defense of any employee against whom a civil complaint (only) is filed or sued for alleged false arrest or abusive power in the line of duty at no charge to the employee, it being understood that any employee who is charged with a criminal offense must employ his own Counsel as he so desires in such criminal action.

SECTION 23.13: Personnel Records -

- a) An employee shall, within five working days of a written request to the Sheriff, have an opportunity to review his official personnel folder in the presence of a Union Representative (if requested by the employee) and an appropriate official of the Sheriff's Department. He shall be allowed to place in such file a response of reasonable length to anything contained therein, which such employee deems to be adverse.
- b) The official personnel history folder shall contain all memoranda or documents relating to such employee which contain criticism, commendation, appraisal or rating of such employee's performance on his job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in his official personnel history folder. An employee may, at any time, request and be provided, copies of all

documents and notation in his official personnel folder. Copies of entries in personnel file shall be provided, free of charge, once during the employment period. All additional copies shall be at the employee's expense.

- c) Any material in the official personnel history folder of an adverse nature over eighteen months (18) old shall not be referred to in disciplinary proceedings.

SECTION 23.14: Safety Standards -

The Employer and the Union agree to establish a Labor/Management committee as the sole means to establish policy and procedures for the purpose of operation of the holding center, the dealing with the issues of the unit personnel and the handling of contagious diseases, for safety, and for health issues.

Such committee shall be composed of six (6) members, three (3) selected by the Sheriff of his designee, and three (3) selected by the Union. The parties shall notify each other of their selection. Such selection shall be made by _____ whereupon the first meeting shall take place on _____ and shall meet on every last Thursday of every month. The committee members shall agree on a time and place for the meetings. Three (3) members shall constitute a quorum.

Before being agreed to by consensus or submitted to a vote, all proposed policies and procedures shall be in written form. Proposed policies and procedures may be submitted by any member of the committee for consideration by the entire committee.

After discussion of the proposed policy and procedure and any amendments thereto, the parties shall endeavor to reach consensus. If they are unable to reach consensus, it shall be put to a vote. If approved (by consensus or by vote), the policy and procedure shall become part of the Sheriff's Policy and Procedure Manual, and shall be subject to the parties' grievance and arbitration machinery contained in Section 21 of the cba.

Any and all policies and procedures shall not be in contradiction with any article of the current collective bargaining agreement.

Any and all policies and procedures shall not be in contradiction with any provisions of the United States Department of Justice "consent decree" or United States Department of

Justice "stipulated order of dismissal" or any requirements mandated by the New York State Commission of Correction.

SECTION 23.15: K9 Deputy Erie County Holding Center -

The Deputy or Deputies that are assigned with handling dogs belonging to and/or utilized by the Erie County Sheriff's Office shall be compensated as follows:

- a) The Deputy Handler shall be compensated at the rate of ten dollars (\$10.00) per day for seven (7) days a week to be paid out of the asset forfeiture fund.
- b) The Erie County Sheriff's Office shall continue to be responsible for the food and medical care needed by the animal.

ARTICLE 24 INDEMNIFICATION

SECTION 24.1:

- a) The defense of any legal action against any employee in the office of the Sheriff resulting from his act or omission done or made in good faith in the performance of an official duty shall be the responsibility of the County Attorney, and any monetary damages to the employee resulting from such legal action, except for damages resulting from malfeasance, misfeasance or non-feasance in the service or execution of civil process, shall be deemed to be the responsibility of the County provided that such employee shall within three (3) days, (Monday through Friday) of the time he is served with any notice, summons, complaint, process or demand, deliver the original to the County Attorney. The County will allow for a payroll deduction for any Captain or Lieutenant that voluntarily elects to enroll in the Teamsters legal defense fund.
- b) This provision shall not make the County responsible for the acts of the Sheriff thereof, nor relieve the Sheriff from any liability to which he is lawfully subject.

SECTION 24.2: If required for any employee covered in this bargaining unit the County shall maintain, at no cost to the employee, a policy of liability insurance including coverage against damages resulting from such employee malfeasance, misfeasance, or non-feasance in the service or execution of civil process.

ARTICLE 25 SAVINGS CLAUSE

SECTION 25.1: Should any Article, Section or portion thereof, of this Agreement to be held unlawful and unenforceable by a court of competent jurisdiction such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision and upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalid Article, Section or portion thereof.

ARTICLE 26 EMERGENCY SITUATIONS

SECTION 26.1: In the event of any emergency as determined by the Sheriff, any of the following Articles may be suspended by the Sheriff for the duration of the emergency:

Article 9 - Hours of
Work Article 10 -
Reporting Time

Article 11 - Work Force Changes

Article 12 - Holidays

Article 13 -
Vacations Article 14
- Paid Leaves

ARTICLE 27 PHYSICAL FITNESS

SECTION 27.1: Agreement in Principle -

- a) The Sheriff and the Union agree that being physically fit enables officers to extend their lives, handle stress better, reduce job related injuries and, in general better perform their duties. Therefore, the parties agree that a physical fitness program may be established. The Sheriff and the Union agree to establish a joint committee to

specify and establish said physical fitness testing program. The above named committee shall meet to discuss such details as administration, testing, exemptions, discipline, etc., and such meeting shall not be considered as negotiations, but shall be considered as Union Management meetings. The physical fitness standards that may ultimately be established shall specify a minimum standard of physical fitness as well as a higher standard of fitness which officers can attain on a voluntary basis. Officers achieving the higher standard of fitness shall be awarded an appropriate service ribbon evidencing such achievement. Further, the physical fitness testing program shall be incremental by age groups and will recognize that some employees were not required to pass a physical agility test during the initial employment process.

- b) This package to include complete listing of bargaining unit classifications (Schedule "A").

ARTICLE 28

DRUG TESTING

SECTION 28.1: Preconditions to Drug Testing -

- a) All Captains and Lieutenants in the bargaining unit must be provided information on what drugs or substances are prohibited, prior to the implementation of this policy.
- b) Any drug testing policy which is applied to the members of the bargaining unit will be applied to all Captains and Lieutenants
- c) The County of Erie and the Sheriff of Erie County will select the MRO.
- d) Random drug testing shall be performed only as noted herein.
- e) The following drug testing methodology shall be used for any drug test performed on Captains and Lieutenants:
 - 1. "Initial Test" the initial test shall use an immunoassay (EMIT) test as a screening test to rule out the presence of a controlled substance or its metabolite. Those samples which test positive shall be subject to confirmatory testing as described below.

2. "Confirmatory Testing" all specimens identified as positive on the initial test shall be confirmed using a gas chromatography/mass spectrometry ("GC/MS") technique. Testing shall be conducted by a laboratory with a National Institute on Drug Abuse ("NIDA") certification. All confirmed test results shall be referred to a medical review officer ("MRO"), described below. If at any time there exists a test with a higher rate of reliability than the GC/MS test, as determined by the U.S. Dept. of Health and Human Services ("HHS"), such test shall be used in place of the GC/MS test if requested by the Sheriff of Erie County.
3. "Cutoff Levels" the cutoff levels utilized by the U.S. Department of Health and Human Services (U.S.H.H.S.) shall be utilized for initial and confirmatory testing. Tested levels which fall below these cutoff levels shall be considered negative results.

SECTION 28.2: Definitions -

- a) "Test" refers to an on duty drug test.
- b) "Urine Test" a urine sample submitted to a laboratory for testing.
- c) "Collection Site" a place designated by the Employer where employees present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.
- d) "Medical Review Officer" (MRO) a licensed physician responsible for receiving laboratory results generated by the Employer's testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical explanation, at or above the cutoff level assigned to that substance as reviewed by the M.R.O.
- e) "Positive Test Result" a test result that shows evidence of a drug, drug metabolite, in a person's system, without a valid medical explanation, at or above the cutoff level assigned to that substance as reviewed by the M.R.O.
- f) "Rehabilitation" treatment of a drug abuse problem, including counseling and monitoring from providers.

- g) "Treatment" a therapeutic residential or outpatient program for employees with drug abuse problems.
- h) "Immediate Discharge or Immediate Discharge Without Recourse" implies no review through the grievance/arbitration procedure of the collective bargaining agreement between the Union and the Employer.
- i) "Employee" the term employee, when used in Article 29 of this agreement, shall mean sworn personnel and nurses.

SECTION 28.3: Prohibited Substances - The Department may test for the presence of any of the following substances: marijuana, cocaine, opiates (ie: heroin, morphine), amphetamines and phencyclidine (PCP).

SECTION 28.4: Individuals Subject to Drug Testing and Testing Circumstances

- a) All sworn personnel and nurses may be subject to drug testing. The following may be subjected to random urinalysis tests at any time, but not more than twice in any calendar year (January 1 - December 31).
- b) The selection of any employee for random testing shall not prevent any other or further testing for that employee as provided in this policy.
- c) For random testing, an employee's name shall be withdrawn from the pool for any of the following reasons: L.D.I., leave approved prior to a notice of testing, hospitalization, layoff, vacation, approved personal leave, or any other absence.
- d) Other Testing Circumstances:
 - 1. "Post-Accident" sworn personnel shall be tested when the Sheriff, his designee, commanding officer, or department head has reasonable suspicion that drugs were involved in the accident in the use of the Employer's vehicle.

2. "Post-Rehabilitative/Follow-Up" employees who are returned to work following participation in a drug rehabilitation program shall be required, at the Employer's option, to submit to "return to work" and "follow-up" drug tests to ensure that they remain substance free for a period of 2 years.

e) "Positive Test Results" unless otherwise noted in this policy, a final positive test result in immediate discharge.

f) "Reasonable Suspicion" an employee may be tested where there exists a reasonable suspicion that the employee is under the influence of drugs as defined under the provisions of this policy. The term "reasonable suspicion" shall, for the purposes of this program, be defined as observed aberrant unusual on-duty behavior not immediately explained by causes other than that of drug use and/or the physical manifestations of drug use (e.g. drug paraphernalia, observed possession of drugs, etc.). A test may be conducted when:

1. Observed by the employee's immediate supervisor or higherranking officer and confirmed by the observation of another officer or supervisor. Such observations must be documented.
2. The type of behavior observed and documented is a recognized and accepted symptom of intoxication, impairment or use of drugs.

These signs may include, but are not limited to:

- difficulty in maintaining balance
- slurred speech
- abnormal or erratic behavior
- apparent inability to perform assigned duties in a safe and satisfactory manner

Employees who are directed to submit to reasonable cause testing shall be relieved from all duties and placed on administrative leave of absence with pay, pending the receipt of test results and the completion of any investigation conducted by the Employer.

A positive reasonable suspicion testing will result in immediate discharge.

SECTION 28.5: Testing and Test Results -

a) "Drug Testing Procedures" the following procedure shall be used whenever an employee is required to give a urine sample:

1. A urine sample will be taken of the employee. The collection shall be done in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
2. Immediately after the sample has been given, it will be divided into two (2) equal parts, provided at least 60m1 has been provided. Each of the two (2) portions of the sample will be separately sealed, labeled and stored in a secure and refrigerated atmosphere. Both (2) of the samples will be sent or delivered to a testing laboratory.
3. In each instance of a drug test, a chain of custody procedure will be followed. This procedure is used to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen.
4. A chain of custody form will be used from the time of collection to receipt by the testing laboratory/laboratories. Upon receipt by the laboratory/laboratories, an appropriate laboratory chain of custody form accounting for the sample within the laboratory shall be used.
5. A tamperproof sealing system designed in the manner such that the specimen bottle will be sealed against undetected opening and the bottle can be identified utilizing an identification number identical to that appearing on the urine custody and control form. Space shall be provided to initial the bottle, thereby affirming its identity.
6. Should the employee be unable to pass the required amount of urine, he/she shall remain at the collection center and follow all directives given by the collection site person until such time as 60m1 or more of urine has been passed. Should the employee be unable to pass at least 60m1 of urine during his/her shift, he/she shall

be referred to the Employer's designated physician who shall determine if such inability

was purposefully done or medically unavoidable. If medically unavoidable, the employee shall be eligible for retesting at any time designated by the Employer during a twelvemonth period.

b) "Report and Review by MRO" all confirmed positive drug test results shall be referred to an MRO who shall perform the following tasks:

1. Review the chain of custody documents and test results for completeness and accuracy.
2. Give the employee an opportunity to discuss the results.
3. If there appears to be no medical reason for the positive test result which is acceptable to the MRO, the test shall be verified as positive and the same reported to the Sheriff and/or his designee.
4. Should the employee provide a medically acceptable explanation to the MRO, the MRO shall report the test as negative to the collection clinic, which in turn shall report same to the Sheriff and/or his designee.

c) "Retest Procedures Following Positive Drug Test Results" if the confirmatory test and medical review is positive for the presence of an illegal drug, the employee will be so notified and the employee and the union will be provided with copies of all documents pertinent to the test sent to or from the employer by the laboratory. The second untested sample, which has been retained by the laboratory, shall be submitted by the employer to a different testing laboratory using the testing procedure noted herein. The employee, the union and the employer will be given a copy of the results. Should the second result be positive, the employee and the union waive any right to challenge the integrity of the chain of custody or the testing protocol for either sample.

d) "Specimen Integrity and Employee Conduct" specimen collection will occur in a clinical setting and under strict procedures so as to avoid specimen tampering. Careful chain of custody procedures shall be followed at all times. Any attempt to hinder collection procedures or to adulterate or substitute a urine sample will result in disqualification of an applicant and disciplinary charges against the employee and a re-test.

e) "Negative Reasonable Suspicion Test Results" the union shall be immediately provided a complete listing of all of its members who are tested either for the random

or reasonable suspicion test. The union may thereafter review any negative reasonable suspicion testing. Such review shall be through the contract's grievance and arbitration

mechanism. Each such question should be initiated by the union directly at Step 3. Should an arbitrator ultimately determine that there was bad faith on the part of the supervising officer who initiated the reasonable suspicion test, or that he/she otherwise acted in an arbitrary or capricious manner, the arbitrator may award the employee involved up to one day's pay at his/her regular straight time rate, and any other penalty deemed appropriate by the arbitrator.

- f) "Positive Test Results Procedures" for the purposes of this policy, unless otherwise stated, an employee may not be terminated or otherwise subjected to any disciplinary action for prohibited drug usage until the re-testing procedures are completed as defined in Section 28.5 (c) of this procedure and said test is deemed a positive test by the MRO.
- g) "Refusal to Submit to Test" employees who fail or refuse to immediately appear for testing as directed shall be subject to the discipline procedures of the collective bargaining agreement. Such a failure to submit to a test will result in the suspension of the employee and thereafter he/she will be required to submit to a test within 24 hours of the original test request. A further failure to submit to this second test will result in discharge under the provisions of this policy.
- h) "Employee Rights" employees shall have a right to refuse a random test above and beyond the requirements set forth in this agreement.

SECTION 28.6: Employee Assistance and Rehabilitation -

- a) "Employee Assistance" the employer with the cooperation of the union, shall promptly utilize the Employee Assistance Program (EAP) to:
 - 1. Educate employees about the dangers of substance abuse.
 - 2. Provide a resource for treatment of alcohol and drug abuse problems.
 - 3. Assist employees with a number of other services unrelated to substance abuse designed to aid in the identification, intervention and resolution of personal

problems (ie: family, marital, financial, etc.) which negatively impact on the employee's employment with the Erie County Sheriff's Department.

4. Provide initial counseling, problem identification, short-term counseling, referral if necessary, to a professional agency or person who can assist the employee to resolve his/her problem, and to offer follow-up support and monitoring.
-
- b) The services of the EAP shall be free to any employee. The costs of any professional help to which the employee or immediate family member is referred, beyond the services of the EAP and what may be covered by the employee's health insurance program, shall be the responsibility of the employee.
 - c) Use of the EAP services or any further professional help by an employee shall not preclude discipline for incompetence, misconduct or unsatisfactory job performance. Any discipline imposed shall be pursued in accordance with applicable provisions of the collective bargaining agreement.
 - d) "Confidentiality" use of the EAP services or further professional help shall be confidential except when confidentiality is waived by the employee as discussed below. EAP records shall be maintained separately by the EAP coordinator, and shall not be included in personnel files. The EAP shall provide the employer's EAP coordinator with statistical data only regarding the use of the program by the employer's employees and members of their immediate families. In this regard, there shall be no names or reference of any type whatsoever that would enable any Department official to identify any subject of the EAP program.
 - e) "Terms Pending Drug Rehabilitation" while undergoing treatment in the Erie County Sheriff's Department's approved program, the employee:
 1. Shall be relieved of duty, utilizing whatever leave time may be available in accordance with the collective bargaining agreement and/or the federal law. The employee shall be required to utilize all paid leave credits (ie: vacation, personal, and comp) before utilizing paid sick leave.
 2. "Return to Light Duty Following Rehabilitation" employees may be returned to "light duty" (contingent upon the availability of such an assignment) when:

- a) They have successfully completed the required in/outpatient rehabilitation program, and
 - b) They have obtained a full release from the designated EAP counselor/physician, and
 - c) They continue the recommended/prescribed rehabilitation program as determined by the EAP.
- While on such light duty, the employee may be subject to regular and frequent urinalysis drug testing.

3. Return to Full Duty:

- a) The employee may not return to full duty until he/she has satisfactorily completed Employer's approved drug/substance abuse program and obtained a negative drug urinalysis test result, and gained written clearance from the Employer's designated physician.
- b) Should the employee be returned to full duty status, he/she shall be placed in the selection pool for a period of twenty-four (24) months.

SECTION 28.7: Amnesty Rehabilitation Program -

- a) "Treatment/Rehabilitation Encouraged" members of the Teamsters Bargaining Unit who have a drug abuse or addiction problem are hereby encouraged to seek treatment and rehabilitation under this Employer/Union EAP program. Participation in this program shall be without fear of any discipline or discharge penalties provided:
 - 1. Entry and participation in such treatment and rehabilitation must occur prior to employee selection for random drug testing or selection for reasonable suspicion or post-accident testing.
 - 2. An employee's refusal to participate in any material aspect of the subject EAP counseling/rehabilitation program or a failure to complete counseling and testing as

may be required by the EAP, the referral agency, doctor, or counselor, shall be cause for termination from employment.

3. The employee must sign any and all releases and/or waivers so as to allow the Employer to ensure employee participation in the counseling/rehabilitation program. Information acquired by the Employer shall be viewed by only those in a need-to-know status, and shall be filed separately from the employee's personnel file. In all other respects, the employee's right to confidentiality shall be respected.
4. "Confirmed Positive Test Results" a positive drug test result and the MRO's confirmation of a positive drug test result following entry in and/or completion of any treatment/rehabilitation program shall result in the employee's discharge under the provisions of this policy.
5. "Awareness and Education Program" an awareness and education program will be in effect during the first three (3) months following the effective date of the agreement, and during this three (3) month period no drug testing under the provisions of this policy or until the joint EAP program is in effect shall be conducted.

SECTION 28.8: Part of Employer/Union Contract - This policy shall be considered part of the Employer/Union Collective Bargaining Agreement.

SECTION 28.9: Changes in Medical Coverage by Providers - In the event that any or

all the providers of health care benefit insurance modify or change the levels or coverage for drug treatment related medical activities during the life of any collective bargaining agreement, the employees covered under the provisions of this drug testing policy shall have the option to select any other health care insurance plan offered by the Employer without limitation to open enrollment periods.

ARTICLE 29 TOTAL AGREEMENT

SECTION 29.1: Notwithstanding any Personnel Rules, and Regulations, Local Laws or

resolutions, the foregoing constitutes the entire Agreement between the parties and shall supersede any and all personnel rules, regulations, Local Laws, or resolutions and no verbal statements or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

ARTICLE 30 STATUTORY PROVISIONS

SECTION 30.1: It is understood by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 31
TERMINATION AND MODIFICATION

SECTION 31.1:

- a) This Agreement shall be effective as of January 1, 2017 and shall remain in full force and effect until the 31st day of December 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than one hundred fifty (150) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.
- b) In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.


IN WITNESS WHEREOF, the duly sworn authorized representatives of the parties have signed their names below this day of October 15, 2020.



Gary Wilson, Commissioner
Erie County, Labor Relations



Brian C. Dickman, President
Teamsters 264



Tim Howard, Sheriff Erie County Sheriff's Office



Mark C. Poloncarz, County Executive County of Erie


APPROVED AS TO FORM

MEMORANDUM OF AGREEMENT

The Sheriff and Teamsters Local #264, shall establish a committee to study the question of upgrades in the Sheriff's Department. The Sheriff shall designate three employees to serve on the committee and Local #264 shall designate three employees to serve on the committee. The committee will forward any recommendations to the County Executive and to the County Legislature for their review.

SCHEDULE "A"
TITLES IN BARGAINING UNIT

CAPTAIN

CAPTAIN-OFFICER

LIEUTENANT

LIEUTENANT-OFFICER

SCHEDULE "B"



APPLICATION AND NOTICE For Membership in Local Union No. _____ Affiliated with the International Brotherhood of Teamsters

I voluntarily submit this Application for Membership in Local Union _____, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice; receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

PRINT _____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)
 Street _____ Phone _____
 City _____ State _____ Zip Code _____
 Employer _____ Employment Date _____
 Street _____ Phone _____
 City _____ State _____ Zip Code _____
 Initiation Fee \$ _____ Paid to _____
 Date of Birth _____ Social Security No. _____
 Have you ever been a member of a Teamster Local Union? _____
 If yes, what Local Union No. _____

DATE OF APPLICATION _____

SIGNATURE OF APPLICANT _____

White Copy to Local Union

Yellow Copy to Local Union

Pink Copy to Applicant



CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____ (Print Name) _____ hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union. This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____
 Social Security Number _____ Date _____
 Address _____
 City _____ State _____ Zip Code _____
 Employer _____

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

White Copy to Local Union

Yellow Copy to Company

Pink Copy to Applicant

SCHEDULE "C"

COMPTROLLER'S ACCOUNTING PRESCRIPTION (CAP) - CAP 210- 1 TRAVEL OF COUNTY PERSONNEL ON OFFICIAL BUSINESS - REV - 11/08

GENERAL

The Erie County Comptroller, in accordance with paragraph (f) of Section 12.02 of the Erie County Administrative Code, is required to prescribe and issue procedures to all County departments for the accounting of all appropriations, encumbrances, expenditures and revenue. When the policy for a specific function rests with other than the Comptroller, the CAP will reflect both the policy of the responsible department and the Comptroller's accounting prescription. Travel policy for the County of Erie is the responsibility of the Director of Budget and Management. The Commissioner of Labor Relations is responsible for establishment of the local mileage reimbursement rate subject to provisions of the County's collective bargaining agreements. Instructions for all references to document preparation can be obtained from the appropriate HELP screens in the County's financial accounting system or by contacting the Erie County Helpdesk.

COUNTY TRAVEL POLICY AND PRESCRIPTION Section 1, Long Distance Travel

This policy is general in nature in order to allow the department head discretion in carrying out his/her responsibility for controlling travel expense with regard to:

Authorizing travel only when necessary.

Maintaining proper control to see that employees are not in a travel status any longer than assignments require.

Assuring that the method of transportation utilized is the most expedient and economical.

In addition to existing policies and procedures contained in the Erie County Personnel Policies and Procedures the following general rules have been established governing long distance travel authorization and claims for expense reimbursement:

1. All long distance travel request forms should be approved prior to departure by the Director of Budget and Management, or Chair of the Legislature, or Director of the Buffalo and Erie County Public Library ("Library") or their designee. County organizations must (1) complete and submit a Travel Request (TR) Form BC.001, found on the

County's Intranet web site (see attached sample, Page 8), for Budget approval. All Library travel requests will be completed in accordance with the Travel policies and procedures approved by the Library Board of Directors.

2. Estimated travel costs must be encumbered in the County's financial accounting system before any reimbursement of expenses can be made.
3. In the event that an employee is traveling for a specific job related purpose, and there are no costs involved, it is not necessary to file a TR Form BC.001. Instead, the Department Head should document the absence in advance of the trip and send a copy to the Budget Director. See sample memorandum at Page 7.
4. Only the actual and necessary expenses essential to the ordinary comforts of a traveler in the performance of official duties will be reimbursed. A specific statement of the official business for which the expenses were incurred is to be made part of the reimbursement request. Travel shall be by the most direct route possible.
5. Expenditures for laundry, valet service, entertainment, etc., are personal charges and will not be allowed.

Specific guidance relating to expenses commonly incurred when traveling is provided in the following sections.

TRANSPORTATION

Travel by Air/Train. It is the policy of the County of Erie that less than first-class accommodations will be used consistent with the successful accomplishment of official business. The policy is not intended to require the use of coach accommodations where this will require travel at unreasonable hours or result in added direct expense to the County. The order authorizing the travel should stipulate that coach accommodations should be used when available. However, where more costly accommodations are necessary, satisfactory explanation must be submitted with the traveler's expense voucher.

In all cases of travel by air/train, a boarding pass and/or remittance advice shall accompany the traveler's expense voucher.

Taxicab Charges and Related Service. Bus or other public transportation service to and from airports is more economical than taxicabs and should be utilized wherever available. Reasonable charges for taxicabs will be allowed. Receipts must be obtained and reasonable customary tipping will be allowed.

Limitation on the Use of Personally Owned Vehicles. The official use of personally owned vehicles shall be restricted to such cases where it is to the advantage of the County. It is the

responsibility of Department Head to prevent incurring additional expense through the use of personally owned vehicles when common carrier service can be used without undue delay in conducting official business.

Mileage. The County uses the mileage allowance rate established by the Internal Revenue Service ("IRS") to reimburse for the use of a personal vehicle for official travel. Pursuant to their respective bargaining agreements all AFSCME, CSEA, NYSNA, Sheriff's Police Benevolent Association ("PBA") and Sheriff's Teamster employees are reimbursed at the rate established by the IRS. Reimbursement for mileage for Managerial/Confidential employees appointed by or subject to the authority of the County Executive will be at the rate established by the Director of Budget and Management. Reimbursement for mileage for Managerial/Confidential employees appointed by or subject to the authority of separately elected County officials or other entities shall be at the rate established by the IRS and outlined in the CSEA contract, or as otherwise indicated by each respective department

head. Mileage to and from the point of departure/return is reimbursable when the primary mode of transportation for the trip is by common carrier.

Parking charges. When an employee is in an official long distance travel status, necessary parking charges will be allowed, including fees for parking automobiles at the point of departure/return. Receipts are required to substantiate these charges.

Thruway, Bridge and Road Tolls. Reimbursement will be allowed for the use of the Thruway, bridges and toll roads. All claims for reimbursement must be supported by receipts obtainable at toll booths or E-Z Pass statements.

Rental Autos. A charge for rental cars will be allowed only when satisfactorily justified in writing by the department head. The appropriate receipts and justification must be submitted with the travel voucher (expense voucher) BC.002 (see attached sample, Pages 10 and 11).

Travel by County Vehicle. Reimbursement is allowed for necessary expenses relating to the operation and maintenance (if required) of the vehicle. County vehicles should be utilized for approved/required long distance travel, ex. Travel to Rochester, Syracuse, Albany, etc. Travel requests submitted to the Division of Budget and Management for approval should reflect travel by County vehicle whenever appropriate. Department Heads should encourage employees to follow these same procedures to reserve a County vehicle for local meetings that require travel outside of their assigned work station. In the event more than one individual is attending the same official function, car-pooling should be utilized. Vehicle reservations are made by completing the *"Use of County Vehicle Authorization Form"* available from the Division of Information and Support Services (DISS) at least one week prior to travel date.

MEALS

The purchase of meals is a necessary expense of an employee while in a long distance travel status. In terms of both necessary and reasonable, reimbursement for meals, excluding alcoholic beverages will be allowed up to a maximum of \$25.00 per day. ALL REQUESTS FOR MEAL REIMBURSEMENT MUST BE SUPPORTED BY RECEIPTS. The maximum daily allowance will be adjusted based on departure and return times, as follows:

Depart work station or home:

After 7:00 a.m. and before 11:30 a.m. - \$20 allowed

After 1:00 p.m. - \$15 allowed

After 6:00 p.m. - \$0 allowed

Return to work station or home:

Before 6:00 a.m. - \$0 allowed

After 8:00 a.m. and before 12 noon - \$5 allowed

After 1:00 p.m. and before 6:00 p.m. - \$10 allowed

After 6:00 p.m. - full daily allowance allowed

In order to determine the maximum meal allowance for days when an employee leaves or returns to Erie County, the time of departure from and the time of return to the individual's place of work or home must be entered on travel voucher.

These rules relating to meal reimbursements are consistent with applicable New York State statutes, and are effective for a long distance travel on and after November 24, 2008.

Note: Remember that receipts are now required for all meals. Reimbursement will be based on actual costs, up to a maximum of \$25.00 a day or Increment thereof, based on departure and return times. However, if an employee or officer is attending a conference, school or convention and some or all of the meals are included in the fee paid, the \$25.00 maximum daily allowance will be reduced as follows:

Meals provided:

Breakfast	\$ 5.00
Lunch	\$ 5.00
Dinner	\$15.00

As of this writing, the Division of Budget and Management is evaluating the adoption and use of the United States General Services Administration's published locality-based guidelines for lodging and meal reimbursement.

LODGING

Reimbursement will be allowed for lodging if supported by a paid bill. If the hotel bill is paid by credit card, the credit card charge slip must accompany the hotel bill. (NOTE: Hotels frequently do not mark the bill paid.) Employees in travel status should seek government rates for Lodging, when available. Lodging reimbursement will be based on the established rate for a standard room (i.e., the additional cost for an upgraded room is not reimbursable unless no standard facilities are available).

Lodging within the County of Erie is not an ordinary and necessary expense and will not be reimbursed except under emergency conditions. Exceptions must be supported by written authorization of the department head.

If an employee requires lodging for travel within New York State, a Tax Exemption Certificate should be obtained from their department (Form AC 946). This certificate should be presented to the hotel at the time of check-in so that taxes will not be added to the bill.

NOTE: TAX EXEMPTION CERTIFICATES ARE TO BE USED ONLY FOR OFFICIAL BUSINESS; IMPROPER USE OF THESE CERTIFICATES WILL RESULT IN DISCIPLINARY ACTION.

FACSIMILE AND TELEPHONE CHARGES

Charges for facsimile (fax) and telephone calls are reimbursable provided a statement is furnished (1) indicating the official business involved and (2) giving details regarding the date, party and place called or faxed. Reimbursement will not be made for telephone or facsimile charges of a personal nature or in cases where time would allow the use of a letter or e-mail.

PERSONAL FUNDS TO BE APPLIED

Except as provided by special law and/or ruling, funds for anticipated expenses will not be advanced. It is the responsibility of each employee to provide funds for his/her own expenses. Reimbursement will be made by normal claim procedures from budgeted funds, with proper supporting documentation and advance authorization from the Director of Budget and Management when required.

ATTENDANCE AT SEMINAR/CONFERENCE

In accordance with Section 77-b of the NYS General Municipal Law, all actual and necessary registration fees, all actual and necessary expenses of travel, meals and lodging and all necessary tuition fees incurred in connection with attendance at schools, conventions and conferences are reimbursable.

Section 77-b prohibits reimbursement for travel for school, conference or convention unless prior approval has been obtained. In Erie County, the County Executive has delegated the authority to authorize travel to the Director of Budget and Management. Requests must be submitted to the Division of Budget and Management seven (7) days before the date of departure. The seven days is an internal rule and can be waived by the Director in an emergency, but the requirement for prior approval cannot be waived if the travel is to attend a school, conference or convention.

Although Erie County Budget and Management approval is not required, personnel from the Legislature, and Library must request and receive prior approval from their respective department head or authorized designee prior to attending any school, conference or convention, as required by Section 77-b of New York State General Municipal Law.

TRAVEL ON GENERAL COUNTY BUSINESS

If the travel is on general County business and not to attend a school, conference or convention, Section 77-b of the GML does not apply. However, even in the case of general County business (e.g., to confer with state officials in Albany, argue a case before the Appellate Division, or represent the County in some other business matter), although Section 77-b does not apply, the County Executive has the right to require, and does require, prior approval by the Division of Budget and Management for all travel. This is an internal rule. Exceptions can obviously be made in emergencies. All actual and necessary expenses of travel, meals and lodging incurred when out-of-town on approved general County business are reimbursable.

EXCEPTIONS TO POLICY

Reimbursement for items not allowed or not covered by this policy will not be made unless first approved by the Director of Budget and Management. The requesting department should submit a memorandum to the Budget Director and, if approved, attach it to the Travel Voucher when forwarded for payment.

FORMS

The following forms found on the County's Intranet Website at <http://sharepointerie.gov> are to be used by County organizations utilizing the County's financial accounting system.

Travel Request (TR), Form BC.001. This form is used to identify the traveler, destination, cost and purpose of proposed travel. Forward the form for approval and encumbrance entry to the financial accounting system by the Division of Budget and Management.

Travel Voucher, Form BC.002. This is the form used upon completion of travel in order for an employee to claim reimbursable expenses. All County departments, divisions and units must use this form. All other organizations are encouraged to use this form, or a variation of this form, for employee travel expense reimbursements processed on the Erie County financial accounting system. Forward this form to the Erie County Comptroller's Office, Accounts Payable Branch for processing.

LONG DISTANCE TRAVEL PROCEDURES

A Travel Request Form BC.001 must be prepared for each individual and approved by the Division of Budget and Management seven (7) days prior to commencement of travel. The Travel Request Form will reflect the vendor number of the individual traveler.

Each individual is expected to pay for all expenses incurred and list them on the Travel Voucher (e.g., meals, lodging, and transportation and miscellaneous: tuition, registration fees, etc.)

Partial payments may be made to the sponsoring organization for registration fees, tuition or to the carrier/travel agency for commercial transportation. Direct payments will be made through financial accounting system, citing the document number for the appropriate agency listed on the Travel Voucher. Manual checks for travel partial payments will not be issued. Payment on a Travel Voucher will be made to the individual traveler upon receipt of his/her Travel Voucher and claim with supporting documents for out-of-pocket expenses. The check is processed to the individual as a vendor providing a claim against the County.

ATTENDANCE AT A LOCAL SEMINAR/CONFERENCE

A separate Travel Voucher will be prepared for each individual attending a local seminar/conference. Each individual must file a claim using the Travel Voucher Form BC.002 for reimbursement. If no Travel Voucher has been issued and only mileage is being claimed, individuals must file the Claim for Mileage Form F-15A-291 (see sample attached, Page 13). Travel Vouchers for attendance at local seminars/conferences require Budget approval seven (7) days prior to the date of the event. Partial payments may be made to the

sponsoring organization for registration fees or tuition, following the procedure for preparing the request form outlined above in "Long Distance Travel".

PRESENTATION OF CLAIMS FOR TRAVEL EXPENSES

The completed Travel Voucher should be submitted for payment to the Comptroller's Office within thirty (30) days after the completion of the travel.

CLAIM FORMS AND VOUCHERS

Except in cases where only mileage is claimed, an expense voucher (Form BC.002) will be used for all claims for travel expense. Sub-vouchers or receipts must be attached to the claim. The voucher must show the date each item of expenditure was incurred, the places between which travel was performed, the time of departure from and the time of return to the employee's place of work or home. If travel is by auto, the expense voucher must also show the number of miles traveled and the rate per mile charged. Each voucher must show the home address and official station of claimant, the duty or business performed and signature of claimant. A copy of the plane/train ticket must accompany the Voucher.

INCREASE IN ENCUMBRANCE OR CANCELLATION OF TR

In the event a department underestimated the encumbrance on the Travel Request Form, increases can be made by completion of the form entitled "Travel Request Cancellation/Increase Adjustment/Purchase Order Change Form" (see sample attached, Page 9). This form is also to be used to cancel a previously approved travel request. This form is to be completed and forwarded to the Division of Budget and Management.

ABBREVIATIONS

The following abbreviations are authorized to be used when completing the expense voucher.

Privately Owned Vehicles - POV

County Owned Vehicles - COV

Commercial Air - CA

Commercial Ground Transportation - CGT

Taxi - Taxi

An example of how to properly complete the expense voucher is shown on Page 10 for your reference. The following assumptions were used: An employee completed a three-day trip to Albany. Departed residence May 1, 2008 at 6:00 a.m. by car, departed Buffalo Airport at 7:00 a.m. and returned to place of work at 3:00 p.m. on April 3, 2008.

SCHEDULE "D"

MEMORANDUM OF UNDERSTANDING SHIFT SWAPPING

The practice of "SWAPS" shall be permitted in the Erie County Sheriff's Department under the following guidelines:

- The Employer will appoint a Supervisor to act as a Scheduling Supervisor for the purpose of swapping and time-off (Chart Supervisor).
- All swaps must be made with employees within the same job title (job classification).
- Both parties agree that there will be times when unusual circumstances prevent the following of the timeliness rules and, therefore; the granting of the swap may be done on the individual merit of the circumstances in each case.
- There will be no third-party swaps, nor more than one swap on the same day (double-swapping).
- All swaps will be posted on Union Bulletin Boards.
- It will be the responsibility of the employee who is on the schedule to work, to notify the watch commander or supervisor in case he/she calls off due to an illness or emergency.
- No swaps will be permitted that would allow employees to work more than sixteen (16) consecutive hours. Employees on a swap will not be mandated to work overtime.
- All swaps over eight (8) hours of work surrender their right to overtime pay for swap.
- For the purpose of computing overtime, employees actually performing the hours worked beyond their regularly scheduled shift in exchange waive any consideration of such hours for overtime.
- If an employee swaps with another employee and fails to complete the swap, or does not show up for work, then that employee is considered AWOL and is also subject to lose his/her swapping privileges for six (6) months, and be charged LWOP for the hours they were to work on the swap. This shall be considered a non-grievable issue because this will not be considered discipline under Article 22 of the collective bargaining agreement.
- It is acknowledged that the exchange of hours is voluntary and that no employer obligation is incurred.
- Swaps are limited to one per week. Employees will work the bid of the person that they swapped with, so long as doing so does not violate NYS Minimum Standards, US Department of Justice Mandates, safety rules, and/or ECSO Policy and Procedure. Furthermore, employees must meet all qualifications, have the necessary training, and possess all equipment required for any given post, in order to be assigned.
- Pursuant to the mutually agreed up Bidding Rules, employees that are on a shift swap will be assigned to the same facility that they work in for their regular shift and bid.

- The Charge Nurse will be in charge of approving medical swaps.
- RDO changes are not considered a swap.
- It is understood that "shift swapping" can be immediately revoked by the Sheriff and/or his designee in emergency situation or in situations where Jail Management Division operations are impacted to a degree that the Sheriff's Office cannot deliver inmate care, custody and transportation responsibilities. The union will receive written justification from the Sheriff and/or his designee if such revocation becomes necessary.

Except as expressly stated in this agreement, all other provisions of the CBA/contract shall apply.

APPENDIX A

SWORN TEAMSTERS

1/1/2019 - 12/31/2019

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
GRP 09	49448	52418	55230	58047	60848	63658	65056	66477	67870	69281	70683
	1901.84	2016.08	2124.24	2232.56	2340.32	2448.40	2502.16	2556.80	2610.40	2664.64	2718.56
	23.773	25.201	26.553	27.907	29.254	30.605	31.277	31.960	32.630	33.308	33.982
GRP 10	52770	55929	59001	62063	65104	68180	69715	71236	72775	74308	75837
	2029.60	2151.12	2269.28	2387.04	2504.00	2622.32	2681.36	2739.84	2799.04	2858.00	2916.80
	25.370	26.889	28.366	29.838	31.300	32.779	33.517	34.248	34.988	35.725	36.460
GRP 11	57853	61327	64619	67941	71242	74562	76217	77879	79527	81184	82838
	2225.12	2358.72	2485.36	2613.12	2740.08	2867.76	2931.44	2995.36	3058.72	3122.48	3186.08
	27.814	29.484	31.067	32.664	34.251	35.847	36.643	37.442	38.234	39.031	39.826
GRP 12	61691	65395	69060	72738	76386	80047	81894	83718	85555	87393	89228
	2372.72	2515.20	2656.16	2797.60	2937.92	3078.72	3149.76	3219.92	3290.56	3361.28	3431.84
	29.659	31.440	33.202	34.970	36.724	38.484	39.372	40.249	41.132	42.016	42.898

SWORN TEAMSTERS

1/1/2020 - 12/31/2020

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
RP 09	50931	53991	56888	59788	62675	65568	67007	68472	69907	71359	72802
	1958.88	2076.56	2188.00	2299.52	2410.56	2521.84	2577.20	2633.52	2688.72	2744.56	2800.08
	24.486	25.957	27.350	28.744	30.132	31.523	32.215	32.919	33.609	34.307	35.001
GRP•10	54352	57608	60771	63925	67057	70225	71808	73372	74959	76538	78112
	2090.48	2215.68	2337.36	2458.64	2579.12	2700.96	2761.84	2822.00	2883.04	2943.76	3004.32
	26.131	27.696	29.217	30.733	32.239	33.762	34.523	35.275	36.038	36.797	37.554
GRP 11	59588	63168	66558	69980	73380	76798	78503	80215	81912	83620	85324
	2291.84	2429.52	2559.92	2691.52	2822.32	2953.76	3019.36	3085.20	3150.48	3216.16	3281.68
	28.648	30.369	31.999	33.644	35.279	36.922	37.742	38.565	39.381	40.202	41.021
GRP 12	63542	67357	71132	74920	78678	82449	84350	86228	88121	90014	91905
	2443.92	2590.64	2735.84	2881.52	3026.08	3171.12	3244.24	3316.48	3389.28	3462.08	3534.80
	30.549	32.383	34.198	36.019	37.826	39.639	40.553	41.456	42.366	43.276	44.185

SWORN TEAMSTERS

1/1/2021 - 12/31/2021

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
GRP 09	52460	55611	58596	61580	64555	67536	69016	70527	72003	73499	74986
	2017.68	2138.88	2253.68	2368.48	2482.88	2597.52	2654.48	2712.56	2769.36	2826.88	2884.08
	25.221	26.736	28.171	29.606	31.036	32.469	33.181	33.907	34.617	35.336	36.051
GRP 10	55983	59336	62596	65842	69068	72332	73963	75573	77208	78834	80456
	2153.20	2282.16	2407.52	2532.40	2656.48	2782.00	2844.72	2906.64	2969.52	3032.08	3094.48
	26.915	28.527	30.094	31.655	33.206	34.775	35.559	36.333	37.119	37.901	38.681
GRP 11	61375	65062	68555	72078	75581	79102	80858	82622	84369	86129	87884
	2360.56	2502.40	2636.72	2772.24	2906.96	3042.40	3109.92	3177.76	3244.96	3312.64	3380.16
	29.507	31.280	32.959	34.653	36.337	38.030	38.874	39.722	40.562	41.408	42.252
GRP 12	65447	69376	73266	77168	81039	84922	86882	88816	90765	92714	94663
	2517.20	2668.32	2817.92	2968.00	3116.88	3266.24	3341.60	3416.00	3490.96	3565.92	3640.88
	31.465	33.354	35.224	37.100	38.961	40.828	41.770	42.700	43.637	44.574	45.511

SWORN TEAMSTERS

1/1/2022 - 12/31/2022

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
3RP 09	54034	57279	60353	63428	66491	69561	71086	72642	74164	75704	77237
	2078.24	2203.04	2321.28	2439.52	2557.36	2675.44	2734.08	2793.92	2852.48	2911.68	2970.64
	25.978	27.538	29.016	30.494	31.967	33.443	34.176	34.924	35.656	36.396	37.133
3RP 10	57662	61117	64474	67818	71140	74501	76182	77840	79525	81199	82869
	2217.76	2350.64	2479.76	2608.40	2736.16	2865.44	2930.08	2993.84	3058.64	3123.04	3187.28
	27.722	29.383	30.997	32.605	34.202	35.818	36.626	37.423	38.233	39.038	39.841
3RP 11	63215	67013	70612	74241	77848	81476	83283	85101	86900	88712	90522
	2431.36	2577.44	2715.84	2855.44	2994.16	3133.68	3203.20	3273.12	3342.32	3412.00	3481.60
	30.392	32.218	33.948	35.693	37.427	39.171	40.040	40.914	41.779	42.650	43.520
3RP 12	67411	71458	75464	79483	83470	87470	89488	91480	93488	95495	97502
	2592.72	2748.40	2902.48	3057.04	3210.40	3364.24	3441.84	3518.48	3595.68	3672.88	3750.08
	32.409	34.355	36.281	38.213	40.130	42.053	43.023	43.981	44.946	45.911	46.876

SWORN TEAMSTERS

1/1/2023 - 12/31/2023

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
GRP 09	55116	58425	61560	64696	67820	70953	72509	74094	75648	77218	78782
	2119.84	2247.12	2367.68	2488.32	2608.48	2728.96	2788.80	2849.76	2909.52	2969.92	3030.08
	26.498	28.089	29.596	31.104	32.606	34.112	34.860	35.622	36.369	37.124	37.876
GRP 10	58814	62340	65763	69175	72563	75991	77707	79396	81116	82824	84527
	2262.08	2397.68	2529.36	2660.56	2790.88	2922.72	2988.72	3053.68	3119.84	3185.52	3251.04
	28.276	29.971	31.617	33.257	34.886	36.534	37.359	38.171	38.998	39.819	40.638
GRP 11	64480	68353	72024	75727	79406	83104	84949	86803	88639	90486	92331
	2480.00	2628.96	2770.16	2912.56	3054.08	3196.32	3267.28	3338.56	3409.20	3480.24	3551.20
	31.000	32.862	34.627	36.407	38.176	39.954	40.841	41.732	42.615	43.503	44.390
GRP 12	68759	72887	76975	81072	85141	89220	91277	93311	95358	97404	99453
	2644.56	2803.36	2960.56	3118.16	3274.64	3431.52	3510.64	3588.88	3667.60	3746.32	3825.12
	33.057	35.042	37.007	38.977	40.933	42.894	43.883	44.861	45.845	46.829	47.814

CIVILIAN TEAMSTERS

1/1/2021 - 12/31/2021

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
GRP 9	52460	55611	58596	61580	64555	67536	69016	70527	72003	73499	74986
	2017.68	2138.88	2253.68	2368.48	2482.88	2597.52	2654.48	2712.56	2769.36	2826.88	2884.08
	25.221	26.736	28.171	29.606	31.036	32.469	33.907	33.907	34.617	35.336	36.051
GRP 10	55983	59336	62596	65842	69068	72332	73963	75573	77208	78834	80456
	2153.20	2282.16	2407.52	2532.40	2656.48	2782.00	2844.72	2906.64	2969.52	3032.08	3094.48
	26.915	28.527	30.094	31.655	33.206	34.775	35.559	36.333	37.119	37.901	38.681
GRP 11	61375	65062	68555	72078	75581	79102	80858	82622	84369	86129	87884
	2360.56	2502.40	2636.72	2772.24	2906.96	3042.40	3109.92	3177.76	3244.96	3312.64	3380.16
	29.507	31.280	32.959	34.653	36.337	38.030	38.874	39.722	40.562	41.408	42.252
GRP 12	65447	69376	73266	77168	81039	84922	86882	88816	90765	92714	94663
	2517.20	2668.32	2817.92	2968.00	3116.88	3266.24	3341.60	3416.00	3490.96	3565.92	3640.88
	31.465	33.354	35.224	37.100	38.961	40.828	41.770	42.700	43.637	44.574	45.511

CIVILIAN TEAMSTERS

1/1/2022 - 12/31/22

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
GRP 09	54034	57279	60353	63428	66491	69561	71086	72642	74164	75704	77237
	2078.24	2203.04	2321.28	2439.52	2557.36	2675.44	2734.08	2793.92	2852.48	2911.68	2970.64
	25.978	27.538	29.016	30.494	31.967	33.443	34.176	34.924	35.656	36.396	37.133
GRP 10	57662	61117	64474	67818	71140	74501	76182	77840	79525	81199	82869
	2217.76	2350.64	2479.76	2608.40	2736.16	2865.44	2930.08	2993.84	3058.64	3123.04	3187.28
	27.722	29.383	30.997	32.605	34.202	35.818	36.626	37.423	38.233	39.038	39.841
GRP 11	63215	67013	70612	74241	77848	81476	83283	85101	86900	88712	90522
	2431.36	2577.44	2715.84	2855.44	2994.16	3133.68	3203.20	3273.12	3342.32	3412.00	3481.60
	30.392	32.218	33.948	35.693	37.427	39.171	40.040	40.914	41.779	42.650	43.520
GRP 12	67411	71458	75464	79483	83470	87470	89488	91480	93488	95495	97502
	2592.72	2748.40	2902.48	3057.04	3210.40	3364.24	3441.84	3518.48	3595.68	3672.88	3750.08
	32.409	34.355	36.281	38.213	40.130	42.053	43.023	43.981	44.946	45.911	46.876

CIVILIAN TEAMSTERS

1/1/2023 - 12/31/23

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
GRP 09	55116	58425	61560	64696	67820	70953	72509	74094	75648	77218	78782
	2119.84	2247.12	2367.68	2488.32	2608.48	2728.96	2788.80	2849.76	2909.52	2969.92	3030.08
	26.498	28.089	29.596	31.104	32.606	34.112	34.860	35.622	36.369	37.124	37.876
GRP 10	58814	62340	65763	69175	72563	75991	77707	79396	81116	82824	84527
	2262.08	2397.68	2529.36	2660.56	2790.88	2922.72	2988.72	3053.68	3119.84	3185.52	3251.04
	28.276	29.971	31.617	33.257	34.886	36.534	37.359	38.171	38.998	39.819	40.638
GRP 11	64480	68353	72024	75727	79406	83104	84949	86803	88639	90486	92331
	2480.00	2628.96	2770.16	2912.56	3054.08	3196.32	3267.28	3338.56	3409.20	3480.24	3551.20
	31.000	32.862	34.627	36.407	38.176	39.954	40.841	41.732	42.615	43.503	44.390
GRP 12	68759	72887	76975	81072	85141	89220	91277	93311	95358	97404	99453
	2644.56	2803.36	2960.56	3118.16	3274.64	3431.52	3510.64	3588.88	3667.60	3746.32	3825.12
	33.057	35.042	37.007	38.977	40.933	42.894	43.883	44.861	45.845	46.829	47.814

APPENDIX B

Labor-Management Healthcare Coalition™

Value Plan

Summary of Benefits

Traditional Blue POS 204	In-Network Deductible/Copay/ Coinsurance	Out-of-Network (Deductible applies)
Medical Services		
Office visits	\$15 copay	25%
Routine physicals	\$15 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	25%
Diagnostic x-rays	\$15 copay	25%
Laboratory testing	Covered in full	25%
Chiropractic care (medically necessary only)	\$15 copay	25%
MRI	\$15 copay	25%
Specialist visits	\$15 copay	25%
Women's Services		
Maternity care (prenatal & post-natal care - after initial \$15 copay)	Covered in full	25%
Gynecological office visits	\$15 copay	25%
Routine Mammograms	Covered in full	25%
Routine pap smear	Covered in full	25%
Hospital Care		
Inpatient stay - semi private room	\$300 deductible	25%
Outpatient surgery facility	\$15 copay	25%
Chemotherapy, radiation therapy, inhalation therapy	\$15 copay	25%
Cardiac rehabilitation (24 visits per year)	\$15 copay	25%
Occupational, speech, physical therapy (20 visits per therapy)	\$15 copay	25%
Emergency room visit (waived if admitted to hospital)	\$100 copay	\$100
Emergency ambulance (medically necessary)	\$100 copay	\$100
Mental Health Care		
Inpatient (unlimited if medically necessary)	\$300 deductible	25%
Outpatient (unlimited if medically necessary)	\$15 copay	25%
Substance Abuse Treatment		
Inpatient detoxification (unlimited if medically necessary)	\$300 deductible	25%
Inpatient rehabilitation (unlimited if medically necessary)	\$300 deductible	25%
Outpatient (unlimited if medically necessary)	\$15 copay	25%
Other Services		
Routine Podiatry Care	\$15 co-pay	25%
Durable medical equipment	50% coinsurance	50%
Home health care (unlimited visits)	Covered in full	25%
Prosthetic devices	50% coinsurance	Not Covered
Skilled nursing facility non-custodial (unlimited days) For rehabilitation purposes - Not Long Term Care	Covered in full	25%
Prescription drugs (up to a 30 day supply)	\$10/\$15/\$20	NA
Vision Care		
Routine vision exam one every two years	\$15 copay	Not Covered
Dependent Coverage		
Dependent coverage to age	26	26
Out-of-network		
Deductible	N/A	\$1,000/\$2,000
Coinsurance	N/A	25%
Out-of-pocket maximum	N/A	\$2,500/\$5,000
Annual maximum	N/A	None
Lifetime maximum	N/A	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Employee contribution amounts vary if you are an employee who contributes a percentage of your health insurance premium, please contact your employer.

Labor-Management Healthcare Coalition™

Core Plan

Summary of Benefits

Traditional Blue POS 203	In-Network Deductible/Copay/ Coinsurance	Out-of-Network (Deductible applies)
Medical Services		
Office visits	\$10 copay	20%
Routine physicals	\$10 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20%
Diagnostic x-rays	\$10 copay	20%
Laboratory testing	Covered in full	20%
Chiropractic care - 8 maintenance; unlimited visits when medically necessary	\$10 copay	20%
MRI	\$10 copay	20%
Specialist visits	\$10 copay	20%
Women's Services		
Maternity care (prenatal & post-natal care - after initial \$10 copay)	Covered in full	20%
Gynecological office visits	\$10 copay	20%
Routine Mammograms	Covered in full	20%
Routine pap smear	Covered in full	20%
Hospital Care		
Inpatient stay - semi private room	\$100 deductible	20%
Outpatient surgery facility	\$10 copay	20%
Chemotherapy, radiation therapy, inhalation therapy	\$10 copay	20%
Cardiac rehabilitation (24 visits per year)	\$10 copay	20%
Occupational, speech, physical therapy (30 visits per therapy)	\$10 copay	20%
Emergency room visit (waived if admitted to hospital)	\$50 copay	\$50
Emergency ambulance (medically necessary)	\$50 copay	\$50
Mental Health Care		
Inpatient (unlimited if medically necessary)	\$100 deductible	20%
Outpatient (unlimited if medically necessary)	\$10 copay	20%
Substance Abuse Treatment		
Inpatient detoxification (unlimited if medically necessary)	\$100 deductible	20%
Inpatient rehabilitation (unlimited if medically necessary)	\$100 deductible	20%
Outpatient (unlimited if medically necessary)	\$10 copay	20%
Other Services		
Routine Podiatry Care	\$10 co-pay	20%
Acupuncture (6 visits per calendar year)	\$10 copay	Not Covered
Massage therapy (12 visits per calendar year)	\$10 copay	Not Covered
Durable medical equipment	50% coinsurance	50%
Home health care (unlimited visits)	Covered in full	20%
Prosthetic devices	50% coinsurance	Not Covered
Skilled nursing facility non-custodial (unlimited days) For rehabilitation purposes - Not Long Term Care	Covered in full	20%
Prescription drugs (up to a 30 day supply)	\$5/\$7/\$10	NA
Vision Care		
Routine vision exam every year	\$10 copay	Not Covered
Dependent Coverage		
Dependent coverage to age	26	26
Out-of-network		
Deductible	N/A	\$500/\$1,000
Coinsurance	N/A	20%
Out-of-pocket maximum	N/A	\$2,500/\$5,000
Annual maximum	N/A	None
Lifetime maximum	N/A	None

This is a summary of covered benefits and exclusions and is not a contract.

Labor-Management Healthcare Coalition TM

Enhanced Plan Summary of Benefits

Traditional Blue POS 202	In-Network Deductible/Copay/ Coinsurance	Out-of-Network (Deductible applies)
Medical Services		
Office visits	\$8 copay	20%
Routine physicals	\$8 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20%
Diagnostic x-rays	\$8 copay	20%
Laboratory testing	Covered in full	20%
Chiropractic care - 8 maintenance, unlimited visits when medically necessary	\$8 copay	20%
MRI	\$8 copay	20%
Specialist visits	\$8 copay	20%
Women's Services		
Maternity care (prenatal & post-natal care - after initial \$8 co-pay)	Covered in full	20%
Gynecological office visits	\$8 copay	20%
Routine Mammograms	Covered in full	20%
Routine pap smear	Covered in full	20%
Hospital Care		
Inpatient stay - semi private room	Covered in full	20%
Outpatient surgery facility	\$8 copay	20%
Chemotherapy, radiation therapy, inhalation therapy	\$8 copay	20%
Cardiac rehabilitation (24 visits per year)	\$8 copay	20%
Occupational, speech, physical therapy (30 visits per therapy)	\$8 copay	20%
Emergency room visit (waived if admitted to hospital)	\$35 copay	\$35
Emergency ambulance (medically necessary)	\$35 copay	\$35
Mental Health Care		
Inpatient (unlimited if medically necessary)	Covered in full	20%
Outpatient (unlimited if medically necessary)	\$8 copay	20%
Substance Abuse Treatment		
Inpatient detoxification (unlimited if medically necessary)	Covered in full	20%
Inpatient rehabilitation (unlimited if medically necessary)	Covered in full	20%
Outpatient (unlimited if medically necessary)	\$8 copay	20%
Other Services		
Routine Podiatry Care	\$8 copay	20%
Acupuncture (6 visits per calendar year)	\$8 copay	Not Covered
Massage therapy (12 visits per calendar year)	\$8 copay	Not Covered
Durable medical equipment	20% coinsurance	50%
Home health care (unlimited visits)	Covered in full	20%
Prosthetic devices	20% coinsurance	Not Covered
Skilled nursing facility non-custodial (unlimited days) For rehabilitation purposes - Not Long Term Care	Covered in full	20%
Prescription drugs (up to a 30 day supply)	\$0/\$7/\$10	NA
Vision Care		
Routine vision exam every year	\$8 copay	Not Covered
Dependent Coverage		
Dependent coverage to age	26	26
Out-of-network		
Deductible	N/A	\$300/\$600
Coinsurance	N/A	20%
Out-of-pocket maximum	N/A	\$2,000/\$4,000
Annual maximum	N/A	None
Lifetime maximum	N/A	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Employee contribution amounts vary if you are an employee who contributes a percentage of your health insurance premium. Please contact your union for more information.

APPENDIX C

SUMMARY OF BENEFITS
CORE POS 203 - Retirees
Offered by Labor-Management Healthcare Coalition

	In Network Deductible/Copay/ Coinsurance	Out of Network (Deductible applies)
Medical Services		
Office visits	\$10 copay	20% coinsurance
Routine physicals	\$10 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20% coinsurance
Diagnostic x-rays	\$10 copay	20% coinsurance
Laboratory testing	Covered in full	20% coinsurance
Chiropractic care – 8 maintenance; unlimited for medical necessity	\$10 copay	20% coinsurance
MRI	\$10 copay	20% coinsurance
Specialist visits	\$10 copay	20% coinsurance
Women's Services		
Maternity care (prenatal & post-natal care)	Covered in full after initial copay	20% coinsurance
Gynecological office visits	\$10 copay	20% coinsurance
Routine Mammograms	Covered in full	20% coinsurance
Routine pap smear	Covered in full	20% coinsurance
Hospital Care		
Inpatient stay – semi-private room	\$100 deductible	20% coinsurance
Outpatient surgery facility	\$10 copay	20% coinsurance
Chemotherapy, radiation therapy, inhalation therapy	\$10 copay	20% coinsurance
Cardiac rehabilitation (24 visits per year)	\$10 copay	20% coinsurance
Occupational, speech, physical therapy (30 visits per therapy)	\$10 copay	20% coinsurance
Emergency room visit (waived if admitted to hospital)	\$50 copay	50% coinsurance
Emergency ambulance (medically necessary)	\$50 copay	50% coinsurance
Mental Health Care		
Inpatient (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Outpatient (unlimited if medically necessary)	\$10 copay	20% coinsurance
Substance Abuse Treatment		
Inpatient detoxification (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Inpatient rehabilitation (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Outpatient (unlimited if medically necessary)	\$10 copay	20% coinsurance
Other Services		
Acupuncture (6 visits per calendar year)	\$10 copay	Not covered
Massage therapy (12 visits per calendar year)	\$10 copay	Not covered
Durable medical equipment	50% coinsurance	50% coinsurance
Home health care (unlimited visits)	Covered in full	20% coinsurance
Hospice (210 days)	Covered in full	20% coinsurance
Prosthetic devices	50% coinsurance	Not covered
Skilled nursing facility non-custodial (unlimited days)	Covered in full	20% coinsurance
For rehabilitation purposes – Not Long Term Care		
Prescription drugs (up to a 30 day supply)	\$5 / \$7 / \$10	NA
Vision Care		
Routine vision exam every year	\$10 copay	Not covered
Dependent Coverage		
Dependent	26	26
Out of Network		
Deductible	NA	\$500 / \$1000
Out-of-pocket maximum	NA	\$2500 / \$5000
Annual maximum	NA	None
Lifetime maximum	NA	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer. Guest Membership is available.

revised for 1/1/2011

TRADITIONAL BLUE PPO 812
SUMMARY OF BENEFITS
OFFERED BY LARGE-MANAGEMENT HEALTHCARE PLAN

	In Network Deductible/Copay/ Coinsurance	Out of Network (Deductible Applies)
Medical Services		
Office visits	\$10 copay	20% coinsurance
Routine physicals	\$10 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20% coinsurance
Diagnostic x-rays	\$10 copay	20% coinsurance
Laboratory testing	Covered in full	20% coinsurance
Chiropractic care – 8 maintenance; unlimited for medical necessity	\$10 copay	20% coinsurance
MRI	\$10 copay	20% coinsurance
Specialist visits	\$10 copay	20% coinsurance
Women's Services		
Maternity care (prenatal & post-natal care) (After initial co-pay)	Covered in full	20% coinsurance
Gynecological office visits	\$10 copay	20% coinsurance
Routine mammograms	Covered in full	20% coinsurance
Routine pap smear	Covered in full	20% coinsurance
Hospital Care		
Inpatient stay – semi-private room	\$100 deductible	20% coinsurance
Outpatient surgery facility	\$10 copay	20% coinsurance
Chemotherapy, radiation therapy, inhalation therapy	\$10 copay	20% coinsurance
Cardiac rehabilitation (24 visits per year)	\$10 copay	20% coinsurance
Occupational, speech, physical therapy (30 visits per therapy)	\$10 copay	20% coinsurance
Emergency room visit (whether if admitted to hospital)	\$50 copay	50% coinsurance
Emergency ambulance (medically necessary)	\$50 copay	50% coinsurance
Mental Health Care		
Inpatient (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Outpatient (unlimited if medically necessary)	\$10 copay	20% coinsurance
Substance Abuse Treatment		
Inpatient detoxification (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Inpatient rehabilitation (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Outpatient (unlimited if medically necessary)	\$10 copay	20% coinsurance
Other Services		
Acupuncture (6 visits per calendar year)	\$10 copay	Not covered
Massage therapy (12 visits per calendar year)	\$10 copay	Not covered
Durable medical equipment	50% coinsurance	50% coinsurance
Home health care (unlimited visits)	Covered in full	20% coinsurance
Hospice (210 days)	Covered in full	20% coinsurance
Prosthetic devices	50% coinsurance	Not covered
Skilled nursing facility non-custodial (unlimited days) For rehabilitation purposes – Not Long Term Care	Covered in full	20% coinsurance
Prescription drugs (up to a 30 day supply)	\$5 / \$7 / \$10	NA
Vision Care		
Routine vision exam every year	\$10 copay	Not covered
Dependent Coverage		
Dependent	26	26
Out of Network:		
Deductible	NA	\$500 / \$1000
Out-of-pocket maximum	NA	\$2500 / \$5000
Annual maximum	NA	None
Lifetime maximum	NA	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract.

Revised for 1/1/2011

APPENDIX D

SUMMARY OF BENEFITS
SENIOR BLUE HMO (formerly 401)
offered by Labor-Management Healthcare Coalition

Medical Services	Copay / Coinsurance
Primary care office visits for Medicare-covered services	\$10 copay
Routine physicals (1 every year)	\$0 copay
Diagnostic x-rays	\$10 copay
Laboratory testing	\$0 copay
Chiropractic care	\$15 copay
Specialist visits for Medicare-covered services	\$20 copay
Podiatry services - medically necessary	\$15 copay
Podiatry services - routine up to 3 visits every year	\$15 copay
Bone mass measurement (people at risk)	\$0 copay
Colorectal screening exam (age 50 and older)	\$0 copay
Prostate cancer screening (age 50 and older)	\$0 copay
Immunizations - Hepatitis B vaccine, pneumonia vaccine (for people at risk)	\$0 copay
Immunizations - Influenza vaccine (in network only), H1N1 vaccine	\$0 copay
Diagnostic hearing exams	\$15 copay
Women's Services	
Medicare-covered pelvic exam (one every 24 months)	\$0 copay
Medicare-covered pap smear (one every 24 months)	\$0 copay
Mammogram - Medicare-covered screening (age 40 and older)	\$0 copay
Hospital Care	
Inpatient/hospital care	\$250 copay
Outpatient surgery facility	\$50 copay
Radiation therapy - PCP/Specialist Facility	\$10/20 copay
Cardiac rehabilitation	\$0 copay
Occupational, speech, physical therapy	\$15 copay
Emergency room visit (waived if admitted to hospital)	\$50 copay
Emergency ambulance	\$50 copay
Mental Health Care	
Inpatient (180-day lifetime limit in aggregate with Substance Abuse Treatment)	\$0 copay
Outpatient visits	45% coinsurance
Mental Health services with Psychiatrist	20% coinsurance
Substance Abuse Treatment	
Inpatient detoxification and rehabilitation services (180 day lifetime limit in a psychiatric hospital)	\$0 copay
Outpatient visits	20% coinsurance
Other Services	
Diabetic self-monitoring training	\$0 copay
Durable medical equipment	20% coinsurance
Home health care	\$10 copay
Prosthetic appliances (delete devices)	20% copay
Skilled nursing facility (100 days each benefit period) For rehabilitation purposes - Not Long Term Care	\$0 copay
Urgent care facility (waived if admitted)	\$50 copay
Formulary Generic/Brand prescription drugs (up to a 30 day supply)	\$5 / \$10
Mail-Order Formulary Generic/Brand prescription drugs (up to 90 day supply)	\$5 / \$10
Out of Pocket maximum	\$3,000
Vision Care	
Routine vision exam (1 every year)	\$20 copay
Medical vision exam	\$20 copay

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan

SUMMARY OF BENEFITS
SENIOR BLUE HMO (formerly 402)
offered by Labor-Management Healthcare Coalition

Medical Services	Copay / Coinsurance
Primary care office visits for Medicare-covered services	\$10 copay
Routine physicals (1 every year)	\$0 copay
Diagnostic x-rays	\$10 copay
Laboratory testing	\$0 copay
Chiropractic care	\$15 copay
Specialist visits for Medicare-covered services	\$20 copay
Podiatry services - medically necessary	\$15 copay
Podiatry services - routine up to 3 visits every year	\$15 copay
Bone mass measurement (people at risk)	\$0 copay
Colorectal screening exam (age 50 and older)	\$0 copay
Prostate cancer screening (age 50 and older)	\$0 copay
Immunizations - Hepatitis B vaccine, pneumonia vaccine (for people at risk)	\$0 copay
Immunizations - Influenza vaccine (in network only), H1N1 vaccine	\$0 copay
Diagnostic hearing exams	\$15 copay
Women's Services	
Medicare-covered pelvic exam (one every 24 months)	\$0 copay
Medicare-covered pap smear (one every 24 months)	\$0 copay
Mammogram - Medicare-covered screening (age 40 and older)	\$0 copay
Hospital Care	
Inpatient hospital care	\$250 copay
Outpatient surgery facility	\$50 copay
Radiation therapy - PCP/Specialist	\$10/\$20 copay
Facility	\$0 copay
Cardiac rehabilitation	\$15 copay
Occupational, speech, physical therapy	\$15 copay
Emergency room visit (waived if admitted to hospital)	\$50 copay
Emergency ambulance	\$50 copay
Mental Health Care	
Inpatient (180-day lifetime limit in aggregate with Substance Abuse Treatment)	\$0 copay
Outpatient visits	45% coinsurance
Mental Health services with Psychiatrist	20% coinsurance
Substance Abuse Treatment	
Inpatient detoxification and rehabilitation services (180 day lifetime limit in a psychiatric hospital)	\$0 copay
Outpatient visits	20% coinsurance
Other Services	
Diabetic self-monitoring training	\$0 copay
Durable medical equipment	20% coinsurance
Home health care	\$10 copay
Prosthetic appliances (durable devices)	20% copay
Skilled nursing facility (100 days each benefit period)	\$0 copay
For rehabilitation purposes - Not Long Term Care	
Urgent care facility (waived if admitted)	\$50 copay
Formulary Generic/Brand prescription drugs (up to a 30 day supply)	\$7/\$50/\$100 copay
Mail-Order Formulary Generic/Brand prescription drugs (up to 90 day supply)	\$7/\$50/\$100 copay
Out of Pocket maximum	\$3,000
Vision Care	
Routine vision exam (1 every year)	\$20 copay
Medical vision exam	\$20 copay

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.

SUMMARY OF BENEFITS
Forever Blue (formerly PPO 201)
offered by Labor-Management Healthcare Coalition

	In-Network Copay	Out-of-Network Copay
Medical Services		
Primary care office visits for Medicare-covered services	\$15 copay	\$20 copay
Routine physicals (1 every year)	\$0 copay	\$20 copay
Diagnostic x-rays	\$15 copay	\$20 copay
Laboratory testing	\$0 copay	\$20 copay
Chiropractic care	\$15 copay	\$20 copay
Specialist visits for Medicare-covered services	\$15 copay	\$20 copay
Podiatry services – medically necessary	\$15 copay	\$20 copay
Podiatry services – routine up to 3 visits every year	\$15 copay	\$20 copay
Bone mass measurement (people at risk)	\$0 copay	\$20 copay
Colorectal screening exam (age 50 and older)	\$0 copay	\$20 copay
Prostate cancer screening (age 50 and older)	\$0 copay	\$20 copay
Immunizations – Hepatitis B vaccine, pneumonia vaccine (for people at risk)	\$0 copay	\$20 copay
Immunizations – Influenza vaccine, H1N1 vaccine	\$0 copay	\$0 copay
Diagnostic hearing exams	\$15 copay	\$20 copay
Women's Services		
Medicare-covered pelvic exam (one every 24 months)	\$0 copay	\$20 copay
Medicare-covered pap smear (one every 24 months)	\$0 copay	\$20 copay
Mammogram - Medicare-covered screening (ages 40 and older)	\$0 copay	\$20 copay
Hospital Care		
Inpatient hospital care	\$100 copay	20% copay
Outpatient surgery facility	\$25 copay	20% copay
Radiation therapy	\$15 copay	\$20 copay
Cardiac rehabilitation	\$20 copay	20% copay
Occupational, speech, physical therapy	\$20 copay	20% copay
Emergency room visit (waived if admitted to hospital)	\$50 copay	\$50 copay
Emergency ambulance	\$50 copay	\$50 copay
Mental Health Care		
Inpatient (180-day lifetime limit)	\$0 copay	20% copay
Outpatient visits	45% copay	50% copay
Mental Health services with psychiatrist	20% copay	20% copay
Substance Abuse Treatment		
Inpatient detoxification and rehabilitation services (180 day lifetime limit in a psychiatric hospital)	\$0 copay	20% copay
Outpatient visits	20% copay	20% copay
Other Services		
Diabetic self-monitoring training	\$0 copay	\$20 copay
Durable medical equipment	20% copay	20% copay
Home health care	\$0 copay	10% copay
Prosthetic devices	\$0 copay	20% copay
Skilled nursing facility (100 days each benefit period)	\$100 copay	20% copay
For rehabilitation purposes – Not Long Term Care		
Formulary Generic/Brand prescription drugs (up to a 30 day supply)	\$10/\$20	N/A
Mail-Order Formulary Generic/Brand prescription drugs (up to 90 day supply)	\$10/\$20	
Deductible	N/A	
Combined in & out of network maximum including deductible	\$3,250	\$250
Vision Care		
Routine vision exam (1 every year)	\$15 copay	\$20 copay
Medical vision exam	\$15 copay	\$20 copay

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer. Prescriptions available out of area from participating national pharmacy network.

revised for 1/1/11